

GROUND LEASE

BETWEEN

CHICAGO HOUSING AUTHORITY

an Illinois municipal corporation, as Landlord

and

**CHICAGO FIRE TRAINING FACILITY, LLC,
a Delaware limited liability company, as Tenant**

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Exhibit F Insurance Requirements

Exhibit G Community Investments Agreement

Exhibit H Agreement To Construct The CHA Property Improvements

Exhibit I Arbitration Rules Regarding Appointment of Arbitrator

Exhibit J Guaranty

GROUND LEASE

This Ground Lease (this “**Lease**” or “**Ground Lease**”) is made as of March 9, 2023 (the “**Commencement Date**”), by and between **Chicago Housing Authority**, an Illinois municipal corporation (the “**CHA**” or “**Landlord**”), having an office at 60 East Van Buren Street, Chicago, Illinois 60605, and **Chicago Fire Training Facility, LLC**, a Delaware limited liability company, having an office at 1 North Dearborn, Suite 1300, Chicago, Illinois 60602 (“**Tenant**”). Landlord and Tenant are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. Landlord is the owner of fee simple title to all that certain real property located in the City of Chicago, Illinois, consisting of approximately 23.226 acres of land, as more particularly described in **Exhibit A** attached hereto (the “**Real Estate**”). Landlord is engaged in the development and operation of safe, decent and sanitary housing throughout the Chicago metropolitan area for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. Section 1437 et. seq. (the “**Housing Act**”), regulations promulgated by the United States Department of Housing and Urban Development (“**HUD**”), and the Housing Authorities Act, 310 ILCS 10/1 et. seq., as amended, and other applicable laws, regulations and ordinances.

B. Tenant is an affiliate of Chicago Fire Football Club, LLC, a Delaware limited liability company, the entity that owns and operates the Major League Soccer team known as Chicago Fire Football Club (the “**Team**”). As set forth below, Tenant, at its sole cost, intends to develop, operate, and maintain the Tenant Improvements (defined below) on the Real Estate for use by the Team and Tenant Parties and make significant, impactful investments in CHA and the broader community as set forth in this Lease and further agreements referred to herein.

C. In accordance with appropriate resolutions adopted by Landlord, Landlord desires to lease the Real Estate to Tenant for the purpose of developing, operating, and maintaining the Tenant Improvements. Tenant has declared that it is necessary, useful, and in the public interest to construct and operate the Tenant Improvements on the Real Estate.

D. In exchange for this Lease, Tenant shall (i) pay Ground Rent and (ii) make significant, impactful investments in Landlord and the broader community (the “**Community Investments**”) that will also serve and benefit the children and families residing within the nearby area of the new Tenant Improvements, including families served by Landlord who qualify as being eligible to occupy “public housing” (as defined in Section 3(b) of the Housing Act) pursuant to a Community Investments Agreement entered into between the Parties (the “**Community Investments Agreement**”). The Community Investments Agreement will be executed concurrently with this Lease and is attached hereto as **Exhibit G** to this Lease.

E. The Community Investments consist of (i) monetary contributions; (ii) programming for the youth served by CHA and the community; (iii) mentorship and work experience programs for eligible high school-aged youth; and (iv) construction of the following improvements a) the William Jones Apartments Parking Lot; b) a Recreational Plaza and Open

Green Space areas; and c) renovations and improvements to certain existing CHA-owned facilities;] (collectively, the “CHA Property Improvements”) and (d) other Community Investments including those described in the CHA and Chicago Fire Football Club Community Investments chart incorporated in Schedule I of Exhibit G, the Community Investments Agreement.

F. The CHA Property Improvements shall be constructed pursuant to a separate Agreement to Construct CHA Property Improvements entered into between the Parties (the “Construction Agreement”). The Construction Agreement will be executed concurrently with this Lease and is attached hereto as Exhibit H to this Lease.

G. Overall, the transaction contemplated by this Ground Lease will bring additional benefits to Landlord by activating under-utilized and vacant property, creating programming partnerships between the Tenant and Landlord, and providing a revenue stream to support Landlord’s mission to revitalize communities. The overall improvements to the Real Estate and the Community Investments contemplated by this Ground Lease are collectively hereinafter defined as the “Project”.

H. Landlord and Tenant have agreed to enter into this Lease in order to implement, among other things, the foregoing.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual obligations of the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Recitals and Exhibits. The foregoing recitals are true and correct and are incorporated herein by reference as the agreements of the Parties. All exhibits listed in this Section and attached to this Agreement are incorporated herein as the agreements of the Parties:

- Exhibit A - Legal Description of Real Estate
- Exhibit B - Legal Description of the Leasehold Estate
- Exhibit C - Permitted Exceptions
- Exhibit D - Tenant Improvements
- Exhibit E - Lease Rent Schedule
- Exhibit F - Insurance Requirements
- Exhibit G - Community Investments Agreement
- Exhibit H - Agreement to Construct the CHA Property Improvements
- Exhibit I - Arbitration Rules Regarding Appointment of Arbitrator
- Exhibit J - Guaranty

AGREEMENT

ARTICLE 1

Lease of the Real Estate/Term of Lease

1.01 Lease; Term. Landlord, for and in consideration of, and subject to, the Ground Rent, those certain monetary contributions to be paid by Tenant in accordance with the Community

Investments Agreement, and the covenants, conditions, and agreements hereinafter contained to be kept and performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, the Real Estate in accordance with the terms of this Agreement;

Together with all right, title and interest of Landlord, if any, in and to any streets, driveways, sidewalks, parkways or alleys adjacent thereto or included within the Real Estate; and

Together with all right, title and interest of Landlord, if any, in, to and under all agreements, easements, rights of way, gores of land, air rights, sewer rights, water courses and water rights, and all privileges, liberties, tenements, and appurtenances whatsoever in any way belonging, relating or appertaining to the Real Estate or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Landlord, and the estate, rights, title, interest, property, possession, claims and demands whatsoever, at law or in equity of Landlord in and to the same;

Subject, however, to all agreements, easements, encumbrances and other charges or matters affecting the Real Estate listed on **Exhibit C** attached hereto (the "**Permitted Exceptions**") and subject to the provisions of Section 1.02.

TO HAVE AND TO HOLD the same, subject to the Permitted Exceptions, for an initial Term of forty-one (41) years (the "**Initial Term**") commencing on the Commencement Date and ending at 11:59pm Central Time on March 8, 2064 the "**Expiration Date**"), unless this Lease shall sooner be terminated as hereinafter provided, upon and subject to the covenants, agreements, terms, provisions, conditions and limitations hereinafter set forth, all of which Tenant covenants and agrees to perform, observe and be bound by. Provided Tenant is not then in Default of any term, covenant or condition of this Lease beyond all applicable notice and cure periods, upon advance written notice to Landlord, Tenant, in its sole discretion, may elect to extend the Initial Term of this Lease for two (2) additional periods of ten (10) years each (the "**First Renewal Term**" and the "**Second Renewal Term**", as applicable, or collectively the "**Renewal Terms**" and together with the Initial Term, the "**Term**"). The Renewal Terms shall commence immediately upon the expiration of the Initial Term or the First Renewal Term, as applicable. To exercise each Renewal Term, Tenant shall give Landlord written notice of its desire to do so not less than ninety (90) days prior to the end of the Initial Term and the First Renewal Term, as applicable.

1.02 Addition of Vacated Public Alleys and Rights-of-Way. As part of the development of the Project, land lying within or comprising existing public alleys and rights-of-way adjacent to portions of the Real Estate may be vacated by the City of Chicago (the "**City**") and acquired by Landlord and certain streets, passages and other rights-of-way may be dedicated to Governmental Authorities (as that term is hereinafter defined); provided, however in each case, with the prior written approval of Tenant, which shall not be unreasonably withheld or delayed, the foregoing shall automatically, and without the necessity of amending this Lease, be included in (or excluded from, in the event of any such dedication of a portion of the Real Estate to Governmental Authorities), the Real Estate. Upon completion of the alleys and rights-of-way vacation process, however, if requested by Landlord or Tenant, the parties shall promptly execute an amendment to this Lease to include a revised legal description for the Real Estate conforming to the revised configuration of the Real Estate, including such vacated portions of the alleys and rights-of-way (or such dedicated portions of the Real Estate). Notwithstanding anything to the

contrary contained in this Section, following the Commencement Date, no such vacation or dedication shall be permitted by the Governmental Authorities without the prior written consent of Tenant and all Leasehold Mortgagees, which consent shall not be unreasonably withheld or delayed. The Parties acknowledge that portions of the public alleys to be vacated are adjacent to property owned by Tenant. Landlord and Tenant shall cooperate to effectuate the vacation of such public alleys so that Landlord and Tenant each own the portion of such public alleys that is adjacent to their respective property, to the centerline of such vacated public alleys. During the term of this Lease, Tenant is authorized to use such vacated public alleys to access Tenant's adjacent property. Upon expiration or termination of this Lease, Landlord and Tenant shall negotiate in good faith to establish mutual easement rights allowing continued use of the vacated public alleys by Landlord and Tenant for ingress and egress purposes for their respective adjacent properties.

ARTICLE 2

Definitions

2.01 Definitions. The terms defined in this Section shall, for all purposes of this Lease, have the following meanings:

(a) “**Affiliate**” shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. A person or entity shall be deemed to control another person or entity if such person or entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, general partnership or limited liability company interests, by contract or otherwise, but shall not include any Leasehold Mortgagee.

(b) “**Building**” shall mean a building (including without limitation a low-rise or mid-rise building and any ancillary building) included in and hereafter constructed by Tenant from time to time in accordance with the terms of this Lease upon the Real Estate as part of the Property or any part thereof. “**Buildings**” shall mean all of the Buildings comprising the Property.

(c) “**City**” shall mean the City of Chicago.

(d) “**Commencement Date**” shall have the meaning set forth in the recitals.

(e) “**Construction Commencement Deadline**” shall mean one hundred eighty (180) days after the Commencement Date, and the date by which Tenant must commence construction of the Tenant Improvements, which includes, but it not limited to, grading work and soil removal work, and such date shall be extended by the period of any Unavoidable Delay.

(f) “**Construction Completion Deadline**” shall mean a date not later than thirty six (36) months after the Construction Commencement Deadline, and such deadline shall be deemed satisfied as of the date on which the following events have occurred: (i) the Tenant Improvements erected and to be erected upon the Property are substantially complete, and (ii) with respect to any portion of the Tenant Improvements that require a City of Chicago Certificate of Occupancy, such Certificate of Occupancy has been issued and received by Tenant for the applicable portion of the Tenant Improvements and such applicable portion of

the Tenant Improvements may be occupied or used for the purposes for which it is intended; provided, however, this deadline shall be extended by the period of any Unavoidable Delay.

(g) “**Deductible**” shall have the meaning given in Section 10.01(a) .

(h) “**Default**” shall mean any condition or event that constitutes or would, after notice or lapse of time, or both, and the expiration of the applicable notice and cure periods, constitute an Event of Default.

(i) “**Environmental Laws**” shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., as amended; the Clean Air Act, 42 U.S.C. 7401 et seq., as amended; the Clean Water Act, 33 U.S.C. 1251 et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. 655 et seq., as amended; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., as amended, and its implementing regulations, including 35 ILL. Admin. Code secs, 740 and 742, as amended; and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct relating to Hazardous Materials or protection of the environment, as any of the foregoing may be amended and in effect from time to time.

(j) “**Environmental Work**” means the tasks and work, including, but not limited to, any Remediation, performed by Tenant and the Tenant Parties necessary to secure the NFR Letter.

(k) “**Event of Default**” shall have the meaning provided in Section 12.01.

(l) “**Expiration Date**” shall have the meaning provided in Section 1.01

(m) “**First Leasehold Mortgage**” shall mean the Leasehold Mortgage of the First Leasehold Mortgagee.

(n) “**First Leasehold Mortgagee**” shall mean the Leasehold Mortgagee whose Leasehold Mortgage is most senior in priority of lien.

(o) “**Full Insurable Value**” shall mean the replacement cost (excluding, as to the insurance required pursuant to Section 9.01, foundation and excavation costs) of the Improvements, as determined, at the request of Landlord (not more frequently than at three-year intervals), at Tenant’s expense, by an architect, engineer, contractor, appraiser, appraisal company, or insurance company, selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld.

(p) “**Full Restoration**” shall have the meaning given in Section 10.01.

(q) “**Governmental Authority**” or “**Governmental Authorities**” shall mean any one or more of the federal, state and local governmental or quasi-governmental body or bodies having jurisdiction at any time or from time to time during the Term over the Real Estate or the Property, or any part thereof, or the construction, repair, maintenance, operation or use thereof.

(r) “**Hazardous Material**” means any pollutant or contaminant or any hazardous, toxic or radioactive waste, substance or material, in any form, including, but not limited to, those pollutants, contaminants, wastes, substances, or materials defined or classified as such in, or listed in or regulated under any Environmental Laws, including without limitation, polychlorinated biphenyls (PCBs), petroleum or any petroleum-based or petroleum-derived products, lead-based paint, asbestos or asbestos-containing materials, mold, urea formaldehyde and radioactive materials.

(s) “**Housing Act**” shall have the meaning set forth in Recital A.

(t) “**HUD**” shall have the meaning set forth in Recital A.

(u) “**Impositions**” shall mean all real estate taxes, including payments in lieu of taxes, assessments, special assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property, Leasehold Estate or the Real Estate, or any part thereof, or any appurtenances thereto; provided, however, that if at any time during the Term the present method of taxation or assessment shall be so changed that there shall be substituted in whole or in part for the types of taxes, assessments, levies, assessed or imposed on real estate and the Tenant Improvements thereon a capital levy or other tax levied, assessed or imposed on the rents received by Landlord from said real estate or the rents reserved herein or any part thereof, then any such capital levy or other tax shall, to the extent that it is so substituted, be deemed to be included within the term “Impositions.” Impositions affecting the Property or the Real Estate shall be those attributable to the Improvements, the Leasehold Estate, and/or the fee simple ownership of the Real Estate.

(v) “**Improvements**” shall mean any structures and other improvements, including the Buildings, equipment, fixtures, furnishings and appurtenances, now or at any time hereafter erected or located on the Real Estate.

(w) “**Landlord**” or “**CHA**” means Chicago Housing Authority, an Illinois municipal corporation or its successors in interest.

(x) “**Lease Year**” shall mean twelve (12) full consecutive calendar months, beginning on January 1st of each calendar year. The first Lease Year during the Term shall commence on the Commencement Date; provided, however, if the Commencement Date does not occur on January 1, 2023, then the last Lease Year shall be extended to include the incremental number of days from January 1, 2023, to the applicable anniversary of the Commencement Date.

(y) “**Leasehold Estate**” shall mean the leasehold estate of Tenant in the Real Estate created by this Lease consisting of approximately 23.226 acres of land more particularly described in **Exhibit B** attached hereto.

(z) “**Leasehold Mortgage**” shall mean any mortgage, deed of trust, assignment of rents and leases, Permitted Refinancings, Uniform Commercial Code security agreement and financing statement, or similar security instrument created by Tenant and which constitutes a lien or security

interest on the Property or any part thereof in favor of (i) a Leasehold Mortgagee, or (ii) a Lender providing any Permitted Refinancing.

(aa) **“Leasehold Mortgage Loan”** shall mean a loan secured by a Leasehold Mortgage.

(bb) **“Leasehold Mortgagee”** shall mean the owner or owners, holder or holders from time to time of any Leasehold Mortgage (including trustees under deeds of trust).

(cc) **“Lender”** shall mean any commercial real estate lender, state or national bank, commercial or savings bank, pension fund, real estate investment trust, Person, or governmental agency or instrumentality, or any Affiliate of the foregoing, authorized to make loans secured by real property located in the State of Illinois.

(dd) **“Loan Documents”** shall mean any and all documents, instruments or agreements in effect from time to time evidencing and securing a Leasehold Mortgage Loan.

(ee) **“Net Insurance Proceeds”** shall have the meaning given in Section 10.02.

(ff) **“NFR Letter”** shall mean a (i) final “No Further Remediation” letter issued by the Illinois Environmental Protection Agency pursuant to the Site Remediation Program, 415 ILCS 5/58 et. seq., as amended from time to time, with respect to any portion of the Real Estate; and (ii) with respect to any USTs subject to Title 16 of the Illinois Environmental Protection Act, 415 ILCS 5/57 et seq., a “No Further Remediation” letter issued by the Illinois Environmental Protection Agency pursuant to such Title 16, whichever is applicable, in each case with respect to the Real Estate.

(gg) **“Partial Restoration”** shall mean all work in connection with a Restoration that is less than a Full Restoration (see Article 10). A Partial Restoration may be applicable when the sum of the Net Insurance Proceeds plus the Deductible plus all other monies provided by any Person for such Restoration are insufficient to accomplish a Full Restoration.

(hh) **“Permitted Exceptions”** shall have the meaning given in Section 1.01. “Permitted Exceptions” shall also include the easements and licenses, if any, hereafter granted or consented to by Landlord in accordance with Section 11.01(c), any deed restrictions required by the NFR Letter, if applicable, Leasehold Mortgages and Permitted Refinancings.

(ii) **“Permitted Refinancing”** shall mean (a) with respect to any loan secured by a Leasehold Mortgage, any refinancing of such loan, consented to in writing by Landlord, which consent may be withheld, granted or granted with such conditions as Landlord may require, in Landlord’s sole and absolute discretion; and (b) any additional loan secured by a Leasehold Mortgage that is either expressly permitted under the terms of this Lease, or consented to in writing by Landlord, which consent may be withheld, granted or granted with such conditions as Landlord may reasonably require.

(jj) **“Permitted Transfer”** shall mean: (a) after the completion of the construction of the Tenant Improvements, a sale or transfer of the Property or any portion thereof to a Person and upon terms reasonably acceptable to Landlord; (b) those certain transfers expressly permitted by this Agreement, including, but not limited to, Section 7.01 (Assignment), Section 7.02 (Leasing

and Subleasing Activities), and Section 11.01 (Restrictions on Transfer); (c) the transfer of the Property, or any portion thereof, to a Leasehold Mortgagee (or any nominee of such Leasehold Mortgagee) by foreclosure or deed in lieu of foreclosure or to a third party purchaser at a foreclosure sale in accordance with terms of this Lease; and (d) any other transfer consented to by Landlord in writing.

(kk) “**Person**” shall mean any person, corporation, partnership, limited liability company or other legal entity.

(ll) “**Pre-Existing Environmental Condition**” shall mean any Hazardous Materials present on, under or in the Real Estate on the Commencement Date, whether known or unknown.

(mm) “**Proceeds**” shall mean, in the case of damage to or destruction of the Improvements, the sum of the Net Insurance Proceeds plus the Deductible and, in the case of a condemnation or other taking (or conveyance in lieu thereof), the awards (or compensation paid) therefor.

(nn) “**Property**” shall mean the Leasehold Estate, including the Tenant Improvements.

(oo) “**Protected Persons**” shall mean Landlord or Tenant, as the context so requires, and such party’s respective owners, members, managers, partners, officers, directors, agents, employees, advisors, attorneys, consultants and Affiliates, subsidiaries, parent entities, and, in the case of Landlord, shall include its officials and members of its Board, and in the case of Tenant, shall include the Tenant Parties, Major League Soccer, L.L.C. (“**MLS**”), and Soccer United Marketing, LLC.

(pp) “**Real Estate**” shall have the meaning given in Recital A.

(qq) “**Remediation**” means the investigation, cleanup activity or other remedial action required by any Environmental Law, required by any applicable Governmental Authorities under any Environmental Law or otherwise required by this Agreement with respect to any Hazardous Materials.

(rr) “**Requirements**” shall mean any and all present and future laws, statutes, ordinances, codes, rules, regulations, orders or other requirements of any Governmental Authority and of any applicable fire rating bureau or other body exercising similar functions, applicable to or affecting the Real Estate, Leasehold Estate or the Property, or any part thereof, including without limiting the generality of the foregoing, the ordinances of the City.

(ss) “**Restoration**” shall have the meaning given in Section 10.01.

(tt) “**Sponsorship Activities**” shall have the meaning given in Section 8.01.

(uu) “**Tenant**” means Chicago Fire Training Facility, LLC, a Delaware limited liability company and its permitted successors and assigns.

(vv) “**Tenant Improvements**” shall mean that certain sports training facility and any Buildings, Improvements, equipment, fixtures, furnishings, and appurtenances, now or at any time hereafter to be erected or erected on the Real Estate.

(ww) “**Tenant Parties**” shall mean Tenant and Tenant’s direct and indirect subsidiaries, parent entities, and Affiliates, and each of their affiliated non-profit entities, including, but not limited to, the Chicago Fire Foundation and the Mansueto Family Foundation, as applicable.

(xx) “**Term**” shall mean the term of this Lease described in Section 1.01.

(yy) “**Terminating Event**” shall mean: (i) transfer of Tenant’s interest in the Property to another party not affiliated with such Tenant (other than a Permitted Transfer or other than as expressly permitted in this Agreement); (ii) transfer of title to such Tenant’s interest in the Property pursuant to foreclosure of, or deed in lieu of foreclosure with respect to, any mortgage or other security instrument securing loans or advances with respect to the Property, subject to the rights of a Leasehold Mortgagee; (iii) termination of this Lease signed by Landlord and Tenant; or (iv) loss of such Tenant’s possession of the Property pursuant to the appointment of a receiver or pursuant to the exercise by any Leasehold Mortgagee of its right to become a mortgagee in possession. Except as expressly set forth herein, in the event that any of the foregoing occur with respect to less than all of the Property, or if there is a partial termination of this Lease, then a Terminating Event shall be deemed to have occurred only with respect to such portion of the Property or that portion of the Property affected by such partial termination.

(zz) “**Unavoidable Delay**” shall mean a delay beyond the reasonable control of a Party and without the fault or negligence of such Party, such as: (1) an act of God; (2) fire; (3) flood; (4) epidemic/pandemic; (5) quarantine restriction; (6) civil disorder; (7) enemy action; (8) strike, lockout or other labor dispute, including, but not limited to, (including any strike, lockout or labor dispute involving MLS players or referees); (9) unavailability of labor or materials; (10) freight embargo; (11) action or inaction of Landlord; (12) the act or failure to act of any Governmental Authority; (13) injunctive relief or other legal proceedings of any court; (14) war; (15) terrorism; and (16); unusually severe weather.

2.02 Word Use. “The words “herein,” “hereof” or “hereunder” and words of similar import refer to provisions contained in this Lease as a whole and not to any particular section or subdivision thereof. All exhibits and riders referred to in the text of this Lease and attached hereto are incorporated into this Lease. Any pronoun shall refer to a person without referencce to gender.

ARTICLE 3

Ground Rent

3.01 Ground Rent. From and after the Commencement Date through the Term, as consideration for this Lease, Landlord and Tenant shall calculate the annual Ground Rent for the Property (“**Ground Rent**”) as set forth below and in accordance with the calculation set forth on **Exhibit E**. Beginning on the Commencement Date, Tenant shall pay the Ground Rent to Landlord in one payment on a prorated basis for the period between the Commencement Date and December 31, 2023. Beginning on the second Lease Year and each Lease Year thereafter during the Term,

Tenant shall pay the Ground Rent to Landlord in one annual payment for each Lease Year, due on or before January 15th of the applicable Lease Year. For the final Lease Year, the Ground Rent shall be increased to include a prorated amount for the period between January 1, 2023, and the Commencement Date. Ground Rent shall commence on the Commencement Date. All payments of Ground Rent made to Landlord hereunder shall be made in lawful money of the United States of America and shall be paid to Landlord by a wire transfer at such bank account as Landlord may designate from time to time in writing.

3.02 Ground Rent Calculation. As shown on **Exhibit E**, Ground Rent for the first Lease Year of the Term shall be \$1,000,000 less an annual amount of \$250,000 (the “**Rent Allowance**”), applied for a period of up to thirty (30) Lease Years during the Initial Term, which is an amount that, when adjusted for net present value, accounts for a portion of the costs of soil remediation activities performed by Tenant in connection with the development of the Project. On October 31, 2022, Tenant made to CHA a one-time, non-refundable, good faith payment in the amount of \$250,000 (“**Good Faith Payment**”). The Good Faith Payment shall be credited against Tenant’s first payment of Ground Rent.

3.03 Ground Rent Reset Year. The Ground Rent for the twenty-first (21st) Lease Year, the thirty-first (31st) Lease Year, and the first Lease Year of each Renewal Term (each, a “**Ground Rent Reset Year**”) shall be calculated based on the appraisal and re-appraisal process outlined below; provided, however, during the first thirty (30) years of the Initial Term, the Rent Allowance shall be calculated and applied at the beginning of each Ground Rent Reset Year.

3.04 Appraised Process. Not later than August 1st of each Lease Year immediately prior to each Ground Rent Reset Year, Landlord and Tenant shall each engage an appraiser who is designated as a MAI (or then-current equivalent) of the Appraisal Institute to prepare an appraisal that calculates the Ground Rent for the Real Estate as improved based on the then-current fair cash market rental value of the Real Estate as improved and which includes in such calculation the highest and best use of the Real Estate, accounting for legal, practical and political development constraints, including CHA’s customary restrictions on the use of the Real Estate and the density and height of the applicable improvements and other CHA customary development requirements and conditions (each, an “**Appraised Ground Rent**”). The appraisals shall be made independently, and all expenses and costs related to the Appraiser and preparation of all of the appraisal reports for each Ground Rent Reset Year shall be borne equally by CHA and Tenant. If the Appraised Ground Rent calculated by the two appraisers (one engaged by Landlord, and the other engaged by Tenant) are within 10% of each appraisal obtained by the Parties, then the Parties shall take the average of each Appraised Ground Rent identified in each such appraisals, and such average amount shall be deemed the then-current Ground Rent. If Appraised Ground Rent calculated by the two appraisers are more than 10% apart from each appraisal obtained by the Parties, then the Parties shall use their best efforts to calculate the Ground Rent for the Real Estate in accordance with the terms and conditions of this Section 3.04. To this effect, the Parties will consult and negotiate with the other Party in good faith and, recognizing their mutual interests, attempt to reach a just and equitable amount satisfactory to both Parties. If such a dispute cannot be settled through negotiation between the Parties within a period of sixty (60) days after receipt of both appraisal reports, then notwithstanding anything to the contrary contained here, the Parties agree to resolve the dispute by binding arbitration administered in Cook County, Illinois by the American Arbitration Association under its Commercial Arbitration Procedures in accordance

with the terms and conditions attached hereto as **Exhibit I**. The decision made by such arbitration shall be binding on the Parties, and such amount identified by the arbitrator shall be deemed the then-current Ground Rent. Each Party shall be responsible for its share of the arbitration fees in accordance with the applicable Commercial Arbitration Procedures.

3.05 Appraisal Standards. Each Party's appraisal shall be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (or its then-current equivalent) by an independent real estate appraiser (an "**Appraiser**") who (i) has more than 10 years of experience as an appraiser of commercial properties that are ground leased, (ii) has significant experience appraising commercial properties in Chicago that are ground leased, and (iii) is someone who regularly works with large institutional commercial real estate brokerage firms, including, but not limited to, Cushman & Wakefield, CBRE, JLL, Colliers, and Newmark.

3.06 Rent Allowance; Determination of Final Rent Allowance. The Parties anticipate the removal of an estimated 45,000 cubic yards of soil from the Real Estate at an estimated cost of at least \$85 per cubic yard, and that, therefore, the actual costs incurred by Tenant for soil remediation may exceed \$3,800,000. Tenant shall be responsible for all such costs, including costs that exceed \$3,800,000. The Rent Allowance shall not exceed \$250,000 annually. Notwithstanding anything to the contrary contained herein, if the actual costs incurred by Tenant for such soil remediation of the Real Estate meet or exceed \$3,800,000, then (i) the annual Rent Allowance will be \$250,000, and (ii) such the Rent Allowance in the amount of \$250,000 will be applied each Lease Year for a period of thirty (30) years of the Initial Term. If such actual costs incurred by Tenant are less than \$3,800,000, then the Parties shall mutually agree upon the amount of the final Rent Allowance, and the duration over which the Rent Allowance will be applied based upon the Tenant's actual soil remediation costs, adjusted for net present value using a discount rate of 5%, upon Landlord's receipt of the NFR Letter. Any excess Rent Allowance applied to Ground Rent payments prior to calculating the final Rent Allowance as provided above shall be refunded to Landlord, if applicable.

3.07 Calculation of Ground Rent Other than Ground Rent Reset Year. During the first thirty (30) years of the Initial Term or such earlier period as may be calculated in accordance with the provisions set forth above, the Rent Allowance shall be calculated and applied at the beginning of each Ground Rent Reset Year, as set forth on **Exhibit E**. In between each Ground Rent Reset Year (i.e., during the second Lease Year, and each Lease Year during the Term other than a Ground Rent Reset Year), the Parties shall calculate the Ground Rent using then-current Ground Rent multiplied by the increase, if any, but not the decrease, in the Consumer Price Index computed by the Bureau of Labor Statistics of the U.S. Dept. of Labor for All Urban Consumers Chicago Metropolitan area, all items ("**CPI**") (or its then-current equivalent) for the preceding twelve (12) month period; provided, however, in no event shall an annual CPI adjustment exceed 5% over the preceding Lease Year's adjustment to the calculation of Ground Rent. If the CPI decreases during such twelve (12) month period, then the Ground Rent shall remain the same from the prior Lease Year, and in no event shall the Ground Rent decrease from the prior Lease Year. **Exhibit E**, attached hereto, identifies the Ground Rent calculations for the Term of the Ground Lease.

3.08 Ground Rent Calculation Conflict. Notwithstanding the foregoing, during any Ground Rent Reset Year, if there is a conflict between the amount of the calculated Appraised

Ground Rent and the then current annual CPI adjustments, then the Appraised Ground Rent calculated during each Ground Rent Reset Year shall govern and control in each instance. For example, if the annual CPI adjustments for twenty-first (21st) Lease Year have exceeded the Appraiser's calculation of the then-current Appraised Ground Rent, then (i) for the twenty-first (21st) Lease Year, the Parties shall reset the Ground Rent based on the then-current Appraised Ground Rent (and in no event will the Ground Rent decrease below the amount of the initial or previous Appraised Ground Rent), and (ii) for the twenty-second (22nd) Lease Year, the Ground Rent shall resume its annual adjustments based on the CPI until the next calculation of Appraised Ground Rent, which will be implemented on the thirty-first (31st) Lease Year, each as shown on **Exhibit E**.

3.09 Triple Net Lease & Leasehold Taxes. The Ground Rent to be paid by Tenant for the Lease shall be triple net with respect to the Property, with Tenant paying Impositions, including real estate taxes for the Leasehold Estate, insurance, utility rates and charges, maintenance, construction, and operating expenses, except as described herein. Except as expressly set forth herein, Tenant shall pay all costs and expenses of any kind and without abatement, deduction or set-off with respect to the Property. Tenant shall construct the Tenant Improvements and shall require its contractors and subcontractors to construct the Tenant Improvements in compliance with all applicable federal, state, county and municipal laws, statutes, ordinances, executive orders, rules and regulations in effect now or later. Tenant must obtain all licenses, certificates and other authorizations required by them. As provided in Section 5.04 of this Lease, Tenant shall pay any penalties or fees related to building code, regulation or ordinance violations issued against the Tenant Improvements.

3.10 Landlord's Payments. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the Parties, shall Landlord be expected or required to make any payment of any kind whatsoever hereunder or be under any other obligation or liability hereunder, except as otherwise expressly set forth herein.

3.11 No Partnership. Landlord and Tenant are not partners or joint venturers and that, except in respect to the proceeds of insurance and condemnation awards under the provisions of Articles 9 and 14, they do not stand in any fiduciary relationship to each other. The Parties are not agents for one-another and no Party has authority to bind the other Party. This Lease is for the benefit of the Parties only, and the Parties intend no third-party beneficiaries, except as otherwise expressly set forth herein.

3.12 Reimbursements to Landlord; Arrearages. Tenant shall reimburse Landlord for all actual and reasonable expenditures, costs, expenses and fees, including reasonable attorneys' fees, made or incurred by Landlord in curing any Event of Default of Tenant for which Landlord has given Tenant the notice required under Section 12.01, if any. Such amounts shall become due upon delivery by Landlord, after the expiration of the notice and cure period afforded Tenant, if any, of written notice stating the amount of such expenditures, costs, expenses and fees by Landlord. Tenant shall also pay to Landlord upon delivery of notice by Landlord, all actual and reasonable amounts payable to Landlord as reimbursements or indemnities pursuant to Sections 6.06 and 6.07.

ARTICLE 4

Impositions

4.01 Payment. Throughout the Term, subject to the provisions of Section 4.04, Tenant shall pay or cause to be paid, as and when the same become due, all Impositions with respect to the Property, except that:

(a) All Impositions attributable on the accrual basis to a calendar year or other period for which this Lease is in effect for less than the entire calendar year or other period shall be equitably apportioned (taking into account that Landlord may be entitled to exemptions or abatements) consistent with the time a Party hereto held its respective interests in the Property;

(b) Where any Imposition is permitted by law to be paid in installments, Tenant may pay such Imposition in installments, as and when each such installment becomes due (and Tenant acknowledges and agrees that Tenant is obligated to pay all such installments of any Imposition during the Term, whether such installment is due prior to or after the Expiration Date or the date of any earlier termination of this Lease); and

(c) Where any Imposition is entitled to an abatement, refund, exemption or other diminution or reduction under law, whether available to Landlord or Tenant, the Parties shall use their best efforts, at Tenant's sole expense, to cause such benefits to be afforded to Tenant under this Lease.

Within thirty (30) days after Landlord's written request, Tenant shall deliver to Landlord reasonable proof of such payment of the Impositions. Currently, the Real Estate is tax exempt. As provided in Section 4.05, herein, Tenant will apply for a real estate tax division to divide the Property from the Real Estate and Landlord's fee interest in any real property not included in the Property. From and after the Commencement Date, Tenant shall be responsible for any real estate and leasehold taxes assessed against the Property in 2023 (and payable in 2024), prorated from and after the Commencement Date. The Tenant acknowledges it may be liable for a leasehold tax in subsequent Lease Years during the Term, if applicable. Subsequent to the real estate tax division, Tenant shall be responsible for any real estate and leasehold taxes assessed against the Property. Landlord will not be responsible for any real estate or leasehold taxes assessed against the Property.

4.02 Contest of Impositions. Tenant may, if it desires, contest the validity or amount of any Imposition, in whole or in part, by an appropriate proceeding diligently conducted in good faith. Nothing herein contained, however, shall be construed as to allow such Imposition to remain unpaid for such length of time as shall permit the Property, Leasehold Estate or any part thereof, or the lien thereon created by such Imposition, to be sold or forfeited for the nonpayment of the same.

4.03 Reduction of Impositions. Tenant, at its expense, may, if it shall so desire, endeavor at any time or times, upon prior written notice to Landlord, to obtain a lowering of the assessed valuation upon the Real Estate or the Property for the purpose of reducing taxes thereon and, in such event, Landlord will offer no objection, and at the request of Tenant, Landlord will cooperate with Tenant, but without expense to Landlord, in effecting such a reduction. Tenant shall

be authorized to collect any tax refund payable as a result of any proceeding Tenant may institute for that purpose and any such tax refund shall be the property of Tenant to the extent to which it may be based on a payment made by Tenant.

4.04 Joinder of Landlord. Landlord shall not be required to join in any action or proceeding referred to in Sections 4.02 or 4.03, unless required by law or any rule or regulation in order to make such action or proceeding effective, in which event, any such action or proceeding may be taken by Tenant in the name of Landlord, but without expense to Landlord. Notwithstanding the foregoing, Landlord shall execute, when and as required and requested to do so by Tenant in writing, all applications, affidavits and other documents required to obtain or maintain any tax division, tax abatement, or tax exemption, as applicable. Tenant hereby agrees to indemnify, defend and hold Landlord's Protected Persons harmless from and against all costs, expenses, claims, loss or damage, including reasonable attorney's fees, by reason of, in connection with, on account of, growing out of, or resulting from, any such action or proceeding referred to in Sections 4.02 or 4.03 unless required by law or any rule or regulation in order to make such action or proceeding effective without expense to Landlord.

4.05 Real Estate Property Taxes. Landlord is currently exempt from paying real estate property taxes on the Real Estate. Notwithstanding Landlord's exemption from real estate property taxes, Tenant's Leasehold Estate may be subject to real estate taxes and assessments (collectively referred to as "Real Property Taxes").

(a) Landlord shall, upon execution of the Ground Lease, send notification to the Cook County Assessor's Office, Exemption Department, of the execution of the Ground Lease and request the issuance of Leasehold Estate Property Index Numbers for the Leasehold Estate ("Leasehold Property Index Numbers") for the purpose of Tenant paying Real Property Taxes on the Leasehold estate and appurtenances thereto in accordance with 35 ILCS 200/9-185 and/or 35 ILCS 200/15-20. The Real Property Taxes shall be collected in the same manner as on property that is not exempt. Tenant shall be responsible for paying all Real Property Taxes assessed by the Cook County Treasurer directly to the Cook County Treasurer/Tax Collector. In no event, except as provided below, shall Landlord pay the Real Property Taxes on Tenant's behalf or agree to any such reimbursement payment plan of Real Property Taxes for Real Property Taxes assessed against the Leasehold Estate. The Leasehold Property Index Numbers shall segregate Landlord's exempt fee interest in the Real Estate from the Leasehold Estate and ownership of the Tenant Improvements.

(b) Prior to the issuance of the Leasehold Estate Property Index Numbers, Landlord and Tenant acknowledge that portions of the Real Estate are or may be included in tax parcels ("**Shared Tax Parcels**") that include land owned by Landlord other than the Leasehold Estate ("**Other Land**"). Until the Leasehold Estate receives its own Leasehold Property Index Numbers, Landlord agrees to pay or cause to be paid, if applicable, when due, all Real Property Taxes assessed against the Other Land, and Tenant agrees to pay or cause to be paid, when due (or, if paid by Landlord, to reimburse Landlord upon demand) for any Real Property Taxes attributable to the Leasehold Estate, or any portion thereof that are taxed as part of a Shared Tax Parcel. Within fifteen (15) days of receipt of the new, separate tax parcel redesignation of the Leasehold Estate and issuance of the Leasehold Estate Property Index Numbers, Landlord shall provide Tenant with copies of all such notice of the issuance of the new, separate tax

parcel re-designation for the Real Estate, Leasehold Estate and Other Land, if any. Tenant may, if it shall so desire, contest the validity or amount of any such Real Property Taxes, in whole or in part, by an appropriate proceeding diligently conducted in good faith. Any such contest by Tenant shall be in accordance with Section 4.01. Tenant will promptly forward on to Landlord copies of any Real Property Tax bills it receives covering the Other Land. Tenant shall use good faith and commercially reasonable efforts to comply in all material respects with the terms and conditions of this Section. At the expiration of the Term, or earlier termination of the Lease, Tenant shall cause an Affidavit Regarding Termination of Lease or any other document and supporting information required by the Cook County Assessor to be filed with the Cook County Assessor's Office, or other government entity, and request that the Cook County Assessor's Office terminate the assessment of Real Property Taxes on the Leasehold Estate for the applicable tax year immediately succeeding the date of expiration or Termination of the Lease. If the expiration or termination of the Lease date falls on a date other than December 31 of any given year, then Tenant shall be responsible for the payment of the amount of Real Property Taxes assessed from January 1 to the date of expiration or termination of the Lease for the that year. Thirty (30) days prior to the termination or expiration of the Lease, Tenant shall pay Landlord an amount equal to 110% of the second installment tax bill received for the most recent year that Real Property Taxes are assessed against the Leasehold Estate to be held in an escrow account for payment of the final Real Property Tax bill for the Leasehold Estate. Any amount held in escrow in excess of the amount of the final Real Property Tax bill will be refunded to Tenant by Landlord within thirty (30) days of proof of payment of the final assessment of Real Property Taxes on the Leasehold Estate.

ARTICLE 5

Improvements

5.01 Tenant Improvements. Pursuant to the terms of this Lease, Tenant shall develop, design, construct, operate and maintain at its sole expense the following Tenant Improvements on the Leasehold Estate, as depicted on **Exhibit D** attached hereto:

(a) **Team Improvements.** Improvements to be constructed by Tenant, and upon completion, operated, maintained, and used on an exclusive basis by Tenant and Tenant Parties, which Improvements include, but are not limited to, (i) a performance center for the Team and Tenant Parties that may include, among other facilities, the Team's headquarters, offices, training facilities, and related improvements ("**Performance Center**"), (ii) grass soccer fields, turf soccer fields, groundskeeping sheds, and related Improvements ancillary to the Performance Center, and (iii) separate parking facilities on the Property for exclusive use by Tenant and the Tenant Parties (collectively, the "**Team Improvements**");

(b) **Property Infrastructure.** Infrastructure and related improvements required to serve solely the development, operation, and maintenance of the Tenant Improvements, including, but not limited to, private drives and rights of way, traffic controls, and the Utilities (defined in Section 6.04), which include, but are not limited to, stormwater lines, stormwater management solutions, sewer lines, gas lines, utility and cable lines, and related improvements to be located or constructed on the Property (collectively, the "**Property Infrastructure**"). Landlord may submit, as provided in Section 1.02, as needed, an intergovernmental street and

alley vacation application with the City of Chicago in connection with rights of way located within the Real Estate; and

(c) **Additional Improvements**. From time to time and at any time during the Term of this Lease, subject to the terms of Sections 5.06 and 5.07, as applicable, Tenant may make Minor Alterations and Major Alterations to the Tenant Improvements.

5.02 Required Improvements. Tenant shall commence the construction of the Tenant Improvements by the Construction Commencement Deadline and diligently pursue the construction of the Tenant Improvements on the Property. Tenant shall complete construction of the Tenant Improvements by the Construction Completion Deadline. Tenant is responsible, at Tenant's sole cost and expense, for the procurement of any and all necessary permits, licenses or other authorizations required for such Tenant Improvements. Notwithstanding the foregoing, Landlord shall execute, when and as required and requested to do so by Tenant in writing, all applications, affidavits and other documents required to obtain such permits, licenses or other authorizations required for such Tenant Improvements, as applicable. Tenant shall use good faith and commercially reasonable efforts to comply in all material respects with the terms and conditions of this Section.

The Parties acknowledge that the Real Estate and the Tenant Improvements are currently governed by Planned Development No. 896, which also governs other nearby properties. Prior to the Commencement Date, by ordinance adopted September 21, 2022, the Chicago City Council approved an amendment to Planned Development No. 896 (the "**Amended PD**") to establish a new subarea for the Real Estate, with sufficient development rights allocated to the Real Estate for the construction and development of the Tenant Improvements. The Amended PD authorizes Tenant to construct and develop the Tenant Improvements. In accordance with the terms and conditions of the Amended PD, Tenant shall be authorized to seek administrative approvals and minor changes to the approved Amended PD; provided, however, if Tenant's requested changes or alterations to the Amended PD require a legislative amendment to the Amended PD, then such changes shall be subject to the consent of Landlord, and such consent shall not be unreasonably conditioned, withheld, or delayed.

5.03 Construction of Improvements. Except as otherwise set forth herein, Landlord shall not be required to contribute or provide any funding for the construction of the Tenant Improvements. All construction shall be in accordance with all applicable laws, building codes and regulations including the Americans with Disabilities Act ("**ADA**"). All construction shall be subject to the M/W/D/BE participation goals set forth herein and shall have minimum goals for hiring Chicago Housing Authority residents and low-income residents in the community. Tenant shall report periodically to Landlord on its compliance with the participation goals stated herein. Tenant shall comply with, and the construction of the CHA Property Improvements shall be subject to all applicable federal, state, county and municipal laws, statutes, ordinances, executive orders, rules and regulations in effect now or later and whether or not they appear in this Lease including all applicable provisions of 40 U.S.C. 3141 et seq. (Davis Bacon Act) and 820 ILCS 130/01 through 130/12 (Prevailing Wage Act)

5.04 Landlord Contract Participation Requirements. Tenant's construction of the Tenant Improvements will be subject to Landlord's MWD/BE commitment goals, which will

require Tenant to establish contract participation goals in the construction projects by firms certified as MWD/BEs of at least 40% and at least 10% contracting to Section 3 businesses. To help Tenant reach these goals, Landlord will actively engage the community and use good faith efforts to identify qualified contractors and prospective qualified workers for the contractors, and Landlord shall provide information to Tenant.

5.05 Construction Staging and Maintenance. Staging and construction activities will be conducted by or at the direction of Tenant in a professional manner consistent with the nature of the Project, and Tenant and its contractors shall use commercially reasonable efforts to minimize disruption to residents in Landlord's adjacent properties including William Jones Apartments, Brooks Homes, Loomis Courts and Roosevelt Square. A Landlord representative shall have the right to be present at all construction sites for the observation thereof.

5.06 Minor Alterations. From time to time and at any time during each Lease Year, with Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, so long as such alterations are permitted without an amendment to the Amended PD, Tenant shall be permitted to perform alterations, renovations, restorations, demolitions, installations, replacements, or rebuilding of the grass fields, turf fields, or any portions thereof, or any equipment used by Tenant and the Tenant Parties on or adjacent to such grass fields and turf fields, including, but not limited to, the installation, removal, and replacement of (i) a dome on such fields, and (ii) any equipment, including, but not limited to, the lighting fixtures used by Tenant and the Tenant Parties for such fields (each, a "**Minor Alteration**", or "**Minor Alterations**"). Notwithstanding the foregoing, the terms of Section 5.07, or anything to the contrary contained herein, in no event shall Landlord's consent be required for any alterations to the interior of the Tenant Improvements. All such Minor Alterations shall be completed in accordance with the terms and conditions of this Lease.

5.07 Major Alterations. With respect to any Major Alteration (defined below) other than the Tenant Improvements that Tenant desires to initially construct on the Property, so long as such alterations require an amendment to the Amended PD, then Tenant shall obtain Landlord's prior written consent in accordance with Section 5.08 below prior to filing an application for any such Major Alterations to any portion of the Tenant Improvements, provided that Landlord's approval shall not be unreasonably conditioned, withheld, or delayed. A "**Major Alteration**" or "**Major Alterations**" is a capital improvement that involves a major addition to any Improvements, whether or not required to be made in compliance with Tenant's obligations under this Article, or in connection with a Restoration as a result of damage or destruction, or as a result of any taking pursuant to eminent domain. Notwithstanding the foregoing, Landlord's consent under this Section shall not be required in connection with: (i) a Restoration of the Improvements to the condition that existed immediately prior to the casualty or condemnation; or (ii) a capital improvement to a Building that is required pursuant to Requirements.

5.08 Major Alteration Requirements. Prior to the commencement of any Major Alteration, Tenant shall submit the following to Landlord:

- (a) complete plans and specifications for the Major Alteration prepared by a licensed architect which plans shall also include landscaping plans and specifications, as applicable;

(b) copies of all construction permits and licenses for the construction of the Major Alteration issued by the appropriate Governmental Authority;

(c) a signed construction contract or contracts for all of the work, material and equipment comprising the Major Alteration, together with appropriate liability insurance policies; and

(d) a copy of the written consent from each of the Leasehold Mortgagees, if applicable, approving the Major Alterations.

5.09 Demolition. Except in connection with a Restoration under Articles 10 or 14, Tenant shall not demolish the Tenant Improvements, including any improvements to such Tenant Improvements required under Sections 5.01 and 5.02, without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, withheld, or delayed, and subject to the terms and conditions of the Loan Documents, as applicable; provided, further, Tenant shall be permitted to make or any Minor Alterations or any Major Alterations in accordance with the terms and conditions of this Article.

ARTICLE 6

Use, Maintenance, Alterations, Repairs, Etc.

6.01 Condition of Real Estate and Property. Tenant has leased the Leasehold Estate after a full and complete examination thereof, as well as the title thereto and its present uses and restrictions, and, Tenant accepts the same "as is" and without any representation or warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the title thereto, the nature, condition or usability thereof or the use or uses to which the Property or any part thereof may be put; provided, however, that upon the commencement of this Lease, title to the Leasehold Estate shall be subject only to the Permitted Exceptions. Except to the extent that Landlord or its Protected Parties cause any damage to the Property, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Property, throughout the Term. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the entire Property in accordance with the terms and conditions of this Lease.

6.02 Permitted Use of the Property. The following uses shall be permitted on the Property: Tenant's administrative, service and support to offices and facilities, office, indoor and outdoor participant sports and recreation, educational, recreational, athletic, sports and youth programs, employment, career, and vocational training, entertainment and spectator sports (small and medium venues), and indoor and outdoor special event including incidental liquor sales where permitted by law, parks and recreation, private dining services (with indoor and outdoor seating and patios, which may include alcoholic beverages for-on-site consumption), retail sales, food and beverage retail sales (and alcoholic beverages may be sold or distributed for-on-site consumption at programs, events, and special events hosted by Tenant and the Tenant Parties), temporary shared accommodations for the Team's players and personnel including dorm-style rooms and/or apartment-style units, co-located wireless communication facilities, accessory parking, accessory uses (including medical and personal services provided to users of the Property), on-premises

sponsorship and naming rights recognition signage, and such other uses permitted pursuant to the Amended PD. The sale of cannabis and CBD products and package liquors is not permitted on the Property. Commercial massage parlors for use by third parties, tanning facilities, automotive repair facilities, off-site betting, gambling facilities, including incidental legal lottery sales, casinos and the sale of second-hand goods by a pawnbroker are also not permitted on the Property; provided, however, for the avoidance of doubt, the Tenant Parties shall be permitted to offer onsite massage therapy and related services at the Property Improvements on an accessory basis to users of the Property. In accordance with applicable law, the Tenant Parties shall be permitted to engage in 50/50 raffles, giveaways, sweepstakes, and related activities. The Property may also be used for community and neighborhood services, educational, health, social, nutritional, and recreational programs. Except as expressly set forth herein, the Property shall be used for no other purpose, unless Landlord has consented in writing to such other use; provided, however, so long as such other use is accessory or ancillary to the Property, then Landlord's consent shall not be unreasonably conditioned, withheld, or delayed.

6.03 Maintenance of the Property. Tenant shall at its own expense keep the Tenant Improvements and Property in good order, condition, and repair, including any replacements in compliance with all applicable laws. Landlord shall have no maintenance, repair or replacement or other duties with respect to the Property. Tenant shall make all necessary repairs to and replacements of the Tenant Improvements, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Tenant Improvements in good and safe order, repair and condition in accordance with applicable law. Tenant covenants and agrees that throughout the Term: (a) all building systems, facilities and equipment, including HVAC systems, common area lighting and the like, shall be maintained in good operating order and repair; and (b) the Property shall, at all times, have adequate means of ingress and egress to and from the abutting public streets and alleys. Tenant shall indemnify, defend and hold Landlord's Protected Persons harmless from and against any and all claims and demands arising from the failure of Tenant to perform the covenants contained herein or arising from any accident, injury or damage to any person or property that shall or may happen in or upon the Property, or any part thereof, however caused, other than Landlord's negligent act or willful misconduct and shall keep the Real Estate and the Property free and clear of any and all mechanics' liens or other similar liens or charges incidental to work done or material supplied in or about the Property or the Real Estate subject to the provisions set forth herein providing for Tenant to contest of such liens.

6.04 Utilities. Tenant shall be responsible for its use of the utility rates, charges and services to the Property, including but not limited to, gas, electric, lighting, water, sewer, drainage, and communication.

6.05 Waste. Tenant shall not do, permit or suffer any waste, damage, disfigurement or injury to or upon the Property, or any part thereof, without repairing the same within a reasonable period of time.

6.06 Personal Property. Notwithstanding anything to the contrary contained herein, from time to time and at any time during the Term, Tenant shall have the right, in Tenant's sole discretion and in the ordinary course of its business and the business of the Tenant Parties, the

Team and each of their Affiliates, to acquire, sell, dispose, remove, replace, alter, change or lease from a third party any or all personal property, including, without limitation, equipment, appliances, fixtures, furnishings, and accessories, now or at any time hereafter erected or located on the Property by Tenant (collectively, “**Personal Property**”).

6.07 Prohibited Use. Tenant shall not use or occupy the Property or permit the same to be used or occupied, nor do or permit anything to be done in, on or to the Property, or any part thereof, in a manner that would in any way (a) make void or voidable any insurance then in force, or make it impossible to obtain fire or other insurance required to be furnished by Tenant hereunder, (c) cause or be apt to cause structural injury to the Property, or any part thereof, or (d) materially violate any material provision of this Lease.

6.08 Compliance with Requirements. Tenant shall comply, at its own expense, with all Requirements during the Term, or any part thereof, whether or not such Requirements require the making of structural alterations or the use or application of portions of the Property for compliance therewith, or interfere with the use and enjoyment of the Property, and Tenant shall indemnify, defend and hold harmless Landlord’s Protected Persons from and against all fines, penalties, and claims for damages of every kind and nature arising out of any failure to comply with any such Requirement. It is the intention of the parties that Tenant during the Term shall discharge and perform all obligations of Landlord, as well as all obligations of Tenant arising as aforesaid, and hold harmless Landlord’s Protected Persons therefrom.

6.09 Exculpation of Landlord. Landlord shall not be responsible or liable for any destruction, damage or injury to any property or to any person or persons at any time on the Property resulting from any casualty, occurrence or condition occurring or existing during the Term of this Lease, including without limitation those from steam, gas or electricity, or from water, rain or snow, whether the same may leak into, issue or flow from or within any part of the Property or from the pipes or plumbing of the same, or from any other place or quarter; nor shall Landlord be in any way responsible or liable in case of any accident or injury (including death) to any of Tenant’s employees, students, subtenants, or agents, or to any person or persons in or about the Property or the streets, driveways, sidewalks, parkways or alleys on the Property; and Tenant agrees that it will not hold Landlord in any way responsible or liable therefor (except for actions caused by Landlord’s negligent act or willful misconduct) and will further indemnify, defend and hold Landlord’s Protected Persons harmless from and against any and all claims, liability, penalties, damages, expenses and judgments arising from injury to persons or property of any nature and also for any matter or thing arising out of or resulting as a direct or indirect consequence from the use or occupancy of the Property.

6.10 Exculpation of Leasehold Mortgagee. Until any Leasehold Mortgagee becomes a mortgagee in possession or the tenant under a new lease, no Leasehold Mortgagee shall, except to the extent of the gross negligence or willful misconduct of such Leasehold Mortgagee, its agents and employees on or about the Property be responsible or liable for any destruction, damage or injury to any property or to any person or persons at any time on the Property resulting from any casualty, occurrence or condition occurring or existing during the Term of this Lease, including without limitation those from steam, gas or electricity, or from water, rain or snow, whether the same may leak into, issue or flow from or within any part of the Property or from the pipes or plumbing of the same, or from any other place or quarter; nor until any Leasehold Mortgagee

becomes a mortgagee in possession or the tenant under a new lease shall any Leasehold Mortgagee be in any way responsible or liable in case of any accident or injury (including death) to any of Tenant's employees, students, subtenants, or agents, or to any person or persons in or about the Property or the streets, driveways, sidewalks, parkways or alleys on the Property.

6.11 Landlord's Right of Entry. From time-to-time, Landlord shall have the right, upon reasonable advance notice to Tenant and subtenants, when appropriate, on any business day, to enter upon the Property, or any part thereof, for the purpose of ascertaining the condition thereof, or whether Tenant is observing and performing the obligations assumed by it under this Lease. Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to assume any of Tenant's obligations. Each Leasehold Mortgagee, to the extent permitted in its Loan Documents, at its sole cost and expense with no liability or expense to Landlord, upon reasonable advance notice to Tenant and subtenants, when appropriate, on any business day, may enter upon the Property, or any part thereof, for the purpose of ascertaining the condition thereof, or whether Tenant is observing and performing the obligations assumed by it under this Lease and its Loan Documents, or in accordance with the Loan Documents and the terms of this Lease, to make any repairs or perform any work, all without hindrance or molestation from Tenant, or anyone claiming by, through or under Tenant, whether as subtenant or otherwise.

ARTICLE 7

Assignment, Leasing, Subleasing, and Revenue Sharing with Landlord

7.01 Assignment. Neither this Agreement nor any of the rights, duties or obligations of Landlord nor Tenant hereunder shall be assignable in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party, which may include in regard to Landlord's consent, obtaining the consent of Landlord's Board of Commissioners and HUD, as applicable, which consent to fullest extent legally possible, shall not unreasonably be conditioned, withheld, or delayed, and any attempted or purported assignment without first obtaining such consent shall be voidable at the option of such other Party. The foregoing is applicable to the assignment of any of the rights, title, interest, duties or obligations of Tenant under this Agreement to a Person who: (a) acquires the rights to operate the Team and complies with that certain Second Amended and Restated MLS Team Operating Agreement by and between MLS and Team (as may be amended, modified or supplemented from time to time), (b) has been approved by MLS to operate a Major League Soccer team, and (c) agrees in writing, on behalf of itself or by or through one its Affiliates, to be bound by all of the terms of this Agreement applicable to Tenant, and upon satisfaction of clauses (a), (b) and (c), Tenant shall be released from its obligations hereunder.

7.02 Leasing and Subleasing Activities. Notwithstanding the Section 7.01 or anything to the contrary contained in this Agreement, during the Term, without the prior written consent of Landlord, Tenant shall be permitted to enter into short term use agreements, license, sublicenses, and other related occupancy agreements for all or any portion of the Property, including, without limitation: (x) the use of certain portions of the Property as a concession stand and for food and beverage service, including, but not limited to, the use of food trucks, each of which may include the incidental sale of alcohol; (y) any and all activations or popup events and related activities hosted by Tenant's and the Tenant Parties, and which events may, without limitation, relate to Tenant's sponsors, the Team's sponsors, MLS' sponsors, an Affiliate's sponsors, and any and all

Sponsorship Activities on the Property and the Project; and (z) use of the Property by amateur or professional sports teams, including, for example, without limitation, other MLS teams, international soccer federations, and international soccer teams in connection with any soccer competition or tournament hosted in the United States (including, without limitation, the World Cup, Copa América, and any other competition and tournament hosted by the Tenant Parties, MLS, Confederation of North, Central America and Caribbean Association Football, and Fédération Internationale de Football Association).

7.03 Unrelated Revenue. During the Term of this Lease, Landlord shall receive 50 % of the net revenue received by Tenant in connection with activities that are unrelated to the Property (“**Unrelated Revenue**”). Such unrelated activities shall include without limitation the following: subleasing, permitting, or licensing the Property for on-site billboard advertisements (excluding Sponsorships Activities), cell towers, and similar unrelated activities on the Property; provided, however, in no event shall Tenant or the Tenant Parties share any Unrelated Revenue with Landlord for the following activities by Tenant or the Tenant Parties on the Project: health or medical, retail sales ancillary or related to soccer or other professional sports or to the principal use of a soccer training facility or other permitted use, and any Sponsorship Activities. For the avoidance of doubt, any Unrelated Revenue that may be owed by Tenant to Landlord explicitly excludes any and all revenue(s) that Tenant receives or may realize by and through Tenant’s Sponsorship Activities on the Property or in connection with the Project. Tenant shall provide Landlord with annual statements disclosing the basis for the Unrelated Revenue payments to the Landlord. The Tenant shall remit Landlord’s share of Unrelated Revenue on August 1 and February 1 each year, with reasonable accompanying financial data supporting Tenant’s payment of Unrelated Revenue to Landlord. Not more than once per Lease Year, Landlord shall have the right at reasonable times to review the Tenant’s books and records regarding Landlord’s receipt of such Unrelated Revenue.

7.04 Offsite Development. Landlord may elect to develop and construct certain offsite improvements (collectively, “**Offsite Developments**”) on certain buffer properties surrounding the Property. The buffer properties include the property located south of Roosevelt Road, north of vacated Washburne, west of South Loomis Street and east of South Ashland Avenue (collectively, the “**Buffer Properties**”). Landlord and its prospective development partners may acquire the Buffer Properties from private parties or acquire or lease such Buffer Properties from CHA or other units of Government Authorities. If at any time and from time to time during the Term, Landlord desires to sell, or lease any commercial portion of any part of the Offsite Developments, Landlord will first give Tenant a written notice (each, a “**Consultation Notice**”) prior to any marketing of the initial sale or lease of any commercial portion of the Offsite Developments. The Consultation Notice shall provide notice of Landlord’s offer to consult with Tenant regarding the proposed purchase or lease, as applicable, of the same portion of the Offsite Developments to be offered for sale or lease to third-parties (each, the “**Offered Property**”). Within thirty (30) days of receipt of the Consultation Notice, Tenant may elect, by notice to Landlord, to notify of its intent to either (i) purchase or lease the Offered Property at fair market/rental value on such financial terms as reasonably determined by Landlord within its reasonable discretion (and which financial terms are the same terms that Landlord shall offer to third-parties); or (ii) decline to purchase or lease the Offered Property. Time shall be of the essence with respect to Tenant’s election, and any failure by Tenant to notify Landlord in writing of its election within such thirty (30) day period set forth above shall be deemed to be an election to refuse to purchase or lease the

Offered Property, and a waiver of Tenant's rights to purchase or lease the Offered Property in response to such Consultation Notice. In the event Tenant provides Landlord with written notice of its intent to purchase or lease the Offered Property, then Tenant and Landlord shall thereafter both use good faith and commercially reasonable efforts to document the applicable transaction for each such Offered Property. The rights granted to Tenant shall remain in effect during the Term and shall be continuous and apply to each Offered Property.

ARTICLE 8

Promotional Rights

8.01 Sponsorship Rights, Naming Rights, Promotional Rights, and Revenue. Tenant shall retain exclusive sponsorship, marketing, advertising, naming and promotional rights related to the Tenant Parties and such activities hosted by the Tenant Parties on or related to the Property and the Project, including, but not limited to, all signage and the Naming Rights (collectively, the "**Sponsorship Activities**"), and Tenant shall retain all of the revenues derived from the Sponsorship Activities. All of the Sponsorship Activities, including, but not limited to, exterior signage, banners, video displays or dynamic digital imaging or mapping (including advertising and marketing of products or services) on the Property, any such signage or displays as may be invented from time to time after the Commencement Date, and on all improvements constructed on the Property shall be subject to applicable laws, rules and regulations of general applicability to all businesses in the City of Chicago.

8.02 Naming Rights.

(a) In connection with Tenant's Sponsorship Activities, and with the prior written consent of the Landlord, which consent shall not be unreasonably conditioned, withheld, or delayed, Landlord grants to Tenant the right, to (i) name and rename the Property, the Leasehold Estate, or any portion thereof, and any operations therefrom, and (ii) give designations and associations to any portion of the Property, the Leasehold Estate, or any portion thereof, or the operations therefrom (collectively, "**Naming Rights**"); provided, however, that any such name, designation, or association (1) is not in violation of any applicable law, (2) is not discriminatory against a protected class or offensive to the sensibilities of the community at large, (3) would not reasonably cause embarrassment to Landlord (such as names containing barbarisms or profanity) or otherwise reasonably be damaging to Landlord's reputation, (4) is not related to any business or enterprise that is illegal or could reasonably be deemed to be immoral, (5) does not contain any overt or publicly offensive political reference, (6) does not relate or refer to any sexually oriented subject matter, business, or enterprise or (7) is not associated with any category of product or service that MLS teams are prohibited from entering into sponsorships with pursuant to then-current MLS Commercial Guidelines (the foregoing subclauses (1) through (7) being "**Prohibited Sponsorship Categories**"). Financial institutions, healthcare institutions (so long as such healthcare institutions do not fall into one of the Prohibited Sponsorship Categories), and providers of wireless communications, technology, and utilities are presumed to not fall within one of the Prohibited Sponsorship Categories.

(b) Without Tenant's prior written consent and the consent of the sponsor associated with the Naming Rights, Landlord shall not use the names, designations or associations granted by

Tenant pursuant to Tenant's exercise of the Naming Rights. Tenant shall retain all of the revenues derived from the Naming Rights.

(d) At least fifteen (15) days prior to an anticipated grant of Naming Rights, Tenant shall provide notice to Landlord's Chief Legal Officer, Office of the General Counsel, of Tenant's intent to grant Naming Rights. Within fifteen (15) days after such notice, Landlord shall respond to Tenant's notice by either (i) providing its consent to Tenant's proposed grant of Naming Rights or (ii) notifying Tenant that it will not provide consent including, as applicable, the reasons why it cannot provide such consent. If Landlord does not respond within such fifteen (15) day period, Landlord shall be deemed to have provided consent to the proposed Naming Rights.

ARTICLE 9

Insurance

9.01 Maintenance of Insurance. During the Term, Tenant shall, at its sole expense, obtain and maintain, or cause to be obtained and maintained policies of insurance satisfying the requirements set forth on **Exhibit F**. The CHA must be named as additional insureds on a primary and non-contributory basis.

9.02 Form of Policies. Except as provided in Section 10.02, any policies of insurance covering the Property during construction of the Tenant Improvements, shall expressly provide that any losses thereunder shall be adjusted with Tenant, and if applicable, all Leasehold Mortgagees as their interests may appear. All such insurance shall be carried in the name of Tenant and loss thereunder shall be payable to Tenant, and if applicable, all Leasehold Mortgagees, as their respective interests may appear. All such insurance may be in the form of a so-called "blanket policy" covering more than two properties, provided that the amount of coverage shall be not less than the aggregate of the Full Insurable Values of all covered properties and the policy shall include an "agreed amount" endorsement on a no-coinsurance basis.

9.03 Evidence of Insurance and Payment. Upon the execution and delivery of this Lease, and thereafter not later than fifteen (15) days prior to the expiration date of an expiring policy theretofore furnished pursuant to this Article, certificates of insurance evidencing the required coverages, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord.

9.04 Separate Insurance. Tenant shall not obtain separate insurance concurrent in form or contributing in the event of loss with that required in this Article to be furnished by or that may reasonably be required to be furnished by Tenant unless Landlord is included therein as an additional insured. Tenant shall immediately notify Landlord of the obtaining of any such separate insurance and shall deliver duplicate originals or certified copies of the policy or policies so obtained as provided in Section 9.03.

9.05 Cancellation. Each policy of insurance delivered hereunder shall contain an agreement by the insurer that such policy shall not be cancelled or materially altered without at least thirty (30) days' prior written notice given to Landlord and to each Leasehold Mortgagee named in such policy.

ARTICLE 10

Damage and Restoration

10.01 Damage or Destruction.

(a) In the event of any damage to or destruction of the Tenant Improvements during the Term, Tenant shall give Landlord immediate notice thereof and Tenant shall promptly and diligently restore, replace, rebuild and repair the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction, in accordance with the following provisions of this Article 10. Landlord shall in no event be called upon to restore, replace, rebuild or repair the Property, or any portion thereof, or to pay any of the costs or expenses thereof. All work in connection with such restoration, replacement, rebuilding and repairing, including all temporary repairs to the Property or repairs made for the protection of the Property pending the completion of the permanent restoration, replacement, rebuilding and repairing, is hereinafter collectively referred to as "**Full Restoration.**" In the event of any damage to or destruction of the Improvements occurring during the Term, Tenant shall, upon demand, deposit with the First Leasehold Mortgagee (or, if none, with Landlord), or into the Restoration Escrow (as that term is hereinafter defined), the amount of any applicable deductible or self-insurance (the "**Deductible**"). If the Net Insurance Proceeds (as that term is hereinafter defined) available for a particular Restoration (as that term is hereinafter defined) plus the amount of the Deductible, are insufficient to accomplish the Full Restoration, then at any time after such damage or destruction, either Landlord or Tenant may terminate this Lease by written notice to Landlord, Tenant, and Leasehold Mortgagees, as applicable, unless: (i) within one hundred eighty (180) days after the amount of Net Insurance Proceeds has been determined, Tenant elects, in its sole discretion, to undertake the Full Restoration or Partial Restoration, as applicable; (ii) within one hundred eighty (180) days after the amount of Net Insurance Proceeds has been determined, the First Leasehold Mortgagee agrees to a Full or Partial Restoration, as applicable, and agrees to make the Net Insurance Proceeds available for such Restoration; or (iii) at least one Leasehold Mortgagee is diligently proceeding to obtain such insurance proceeds and, if applicable, to exercise its rights with respect to the Restoration. The First Leasehold Mortgagee shall consult with all subordinate Leasehold Mortgagees with respect to the application of the Net Insurance Proceeds; provided however that in the event of any disagreement between the First Leasehold Mortgagee and any subordinate Leasehold Mortgagee over the application of the Net Insurance Proceeds, the decision of the First Leasehold Mortgagee, in its sole discretion, shall prevail. The Full Restoration or Partial Restoration, as applicable, is hereinafter referred to as the "**Restoration**". As used herein, the term "**Restoration Deficiency**" shall mean additional funds in an amount sufficient, when added to the Net Insurance Proceeds available for a Restoration plus the Deductible, to complete such Restoration. If this Lease is terminated pursuant to this Section 10.01, Tenant shall, at Tenant's sole expense, demolish and/or remove such of the Improvements on such portion of the Property, provided that, if the costs of such demolition and removal exceed the Deductible, sufficient Net Insurance Proceeds are made available to Tenant for that purpose.

(b) The determination of whether the Proceeds are sufficient to rebuild and repair the Improvements so damaged or destroyed to a value, condition and character that is not materially different from what existed immediately prior to such damage or destruction (i.e. a

Full Restoration) and that such Restoration is feasible, shall be reasonably made by the First Leasehold Mortgagee in accordance with the requirements of its Leasehold Mortgage (or, if none, by Tenant). If there is to be a Restoration, all Proceeds shall be deposited in an account with First Leasehold Mortgagee or, if there is no First Leasehold Mortgagee, in a construction disbursement escrow among Landlord, Tenant, the Leasehold Mortgagees, if any, and a mutually acceptable title company (the "**Restoration Escrow**"), and disbursed to pay the costs of such Restoration. By accepting a Leasehold Mortgage, each Leasehold Mortgagee agrees to be bound by such determination of the First Leasehold Mortgagee and to make the Net Insurance Proceeds available for such Restoration. Subject to the rights of each Leasehold Mortgagee any insurance proceeds remaining after completion of the Restoration shall be paid to Tenant.

10.02 Adjustment of Insurance Claims and Disbursements. Adjustment of any insurance claim shall, subject to the terms of any Leasehold Mortgage, be negotiated by Tenant. All insurance proceeds shall be deposited with the First Leasehold Mortgagee (or, if none, with Landlord) or into a Restoration Escrow, and administered as hereinafter set forth. All insurance proceeds received by Tenant on account of such damage or destruction, less the actual costs, expenses and fees, if any, incurred in connection with the adjustment of the loss (the "**Net Insurance Proceeds**"), shall be applied in accordance with the terms of this Article. Such Net Insurance Proceeds plus the Deductible shall be paid out from time to time as such Restoration progresses and is approved. All Proceeds held by the First Leasehold Mortgagee shall be held in trust in a separate bank account.

10.03 Leasehold Mortgages. No termination of this Lease shall occur under this Article 10 so long as at least one Leasehold Mortgagee is diligently proceeding to obtain such insurance proceeds and, if applicable, to exercise its rights with respect to the Restoration. Tenant shall, upon expiration of the Term, or earlier termination of the Lease, surrender the Tenant Improvements as provided in Section 16.01.

ARTICLE 11

Title and Ownership; Leasehold Mortgage

11.01 Restrictions on Transfer.

(a) Except for Permitted Transfers and Leasehold Mortgages, Tenant shall not at any time without the prior written consent of Landlord: (A) sell, assign, transfer, or convey all or any part of its interest under this Lease, or (B) sell, assign, transfer or convey all or any part of any structure or other Tenant Improvement located on the Real Estate; provided, however, notwithstanding the foregoing, so long as Tenant continues to operate the Property in accordance with the terms and conditions of this Lease, without the consent of Landlord: (i) Tenant, the Tenant Parties, and each of their Affiliates shall be permitted to engage in any direct or indirect reorganizations or transfers by and among Tenant, the Tenant Parties, and each of their Affiliates and each of their investors and sponsors; and (ii) Tenant, the Tenant Parties, and each of their Affiliates shall be permitted to engage all such customary business operations, including, but not limited to those certain activities set forth in Section 6.06 regarding Tenant's Personal Property.

To the extent that Landlord's consent is required under this Section, then Landlord's consent may be granted, withheld or granted with such conditions as Landlord shall reasonably require.

(b) If a Permitted Transfer consisting of a sale, assignment, transfer or other conveyance of the Leasehold Estate occurs, other than a transfer by foreclosures or deed in lieu of foreclosure to a Leasehold Mortgagee, the transferee or assignee shall enter into an assumption agreement with Landlord by which it assumes all of Tenant's rights and obligations under this Lease. Upon the consummation of such Permitted Transfer and the delivery to Landlord of such assumption agreement executed by the transferee or assignee, the transferee or assignee shall succeed to all rights and obligations of Tenant under this Lease, and shall be deemed a permitted assignee of Tenant, and Tenant making such sale, assignment, transfer or other conveyance shall be and hereby is relieved of any continuing obligations hereunder arising thereafter and such permitted assignee, by accepting such assignment, shall be deemed to have assumed all obligations hereunder arising after such assignment.

(c) Landlord shall not, without the prior written consent of Tenant and all Leasehold Mortgagees, mortgage or create a lien upon (i) all or any part of the Real Estate or the Property, or (ii) all or any part of its interest in this Lease or any Tenant Improvement.

(d) The Parties acknowledge that from time to time it may become necessary to enter into certain agreements that, without limitation, grant easements and/or licenses over, under, upon and across the Real Estate or the Leasehold Estate for the provision of gas, electricity, telephone service, cable television, Internet access, water, sewer, and other utilities, and to allow pedestrian and vehicular access, to serve the Tenant Improvements (collectively, a "**Lease Impairment**"). All such Lease Impairments shall be subject to the prior written consent of Landlord, Tenant, and Leasehold Mortgagee, if applicable, which shall not be unreasonably conditioned, withheld or delayed. If required, Landlord shall grant or join with Tenant in the grant of such Lease Impairments, so as to subject Landlord's interest in the Real Estate to such Lease Impairments. All costs in connection with such Lease Impairments shall be borne by Tenant.

11.02 Liens. Other than the Permitted Exceptions and Leasehold Mortgages, Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien (including but not limited to any mechanic's, contractor's, subcontractor's or materialman's lien or any lien, encumbrance or charge arising out of any Imposition, conditional sale, title retention agreement, chattel mortgage, security agreement, financing statement or otherwise) upon the Real Estate or the Property, or any part thereof, or the income therefrom, and Tenant shall not suffer any matter or thing whereby the estate, rights and interests of Landlord in the Real Estate or the Property, or any part thereof, will be impaired. Notwithstanding the foregoing prohibitions, Tenant shall have the right to contest and bond over any such lien upon compliance with the same conditions as are applicable to the contest of any Imposition under Section 4.03 or to provide title insurance over any such lien in a manner reasonably satisfactory to Landlord. If Tenant shall fail to cause any such matter to be discharged of record or contested in the foregoing manner, then Landlord may, but shall not be obligated to, in addition to any other right or remedy, discharge such lien at any time after delivery of notice to Tenant, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding proceedings or otherwise, and in any such event Landlord shall be entitled, if it so elects, to compel the prosecution of an action for foreclosure of such lien by the lienholder and to pay the amount of judgment in favor of the

lienholder with interest, costs and allowances. Any amount so paid by Landlord and all reasonable costs, expenses and fees incurred by Landlord in connection therewith shall be reimbursed by Tenant to Landlord. This Lease shall constitute notice that Landlord shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, at the Real Estate for Tenant or any subtenant upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Real Estate, unless such work or materials is specifically ordered by Landlord in writing.

11.03 Leasehold Mortgage. Notwithstanding anything to the contrary in this Lease, Landlord hereby approves Tenant's right, from time to time and at any time, to mortgage its Leasehold Estate, any other interest of Tenant under the terms of this Lease, or its ownership interest in the Tenant Improvements, and to execute and record one or more Leasehold Mortgages with respect to such estates, to secure the repayment of a loan or loans made to Tenant by a Lender or Lenders. Landlord's interest in the Real Estate or this Lease shall at no time be encumbered by and shall at no time be subject or subordinate to any Leasehold Mortgage (i.e. the foreclosure of any such Leasehold Mortgage shall not divest Landlord of its fee simple title or reversionary interest), except as to rights expressly granted to any Leasehold Mortgagee in this Lease. For purposes of this section, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or the Leasehold Estate.

(a) **Transfers of Leasehold Mortgages.** Landlord hereby approves the assignment, transfer, hypothecation or encumbrance of, or the creation or grant of a security interest in or lien against, any Leasehold Mortgage or the interest by the holder thereof, as collateral security for performance of obligations, to another Institutional Lender and in the event of any such transaction, the transferee or encumbrancer shall have all the rights of its transferor hereunder (or such of the rights of the transferor as have been transferred) until such time as any Leasehold Mortgage or interest therein is further transferred (including by way of reconveyance to the transferor), or the lien of any Leasehold Mortgage is released from Tenant's Leasehold Estate.

(b) **Enforcement of Leasehold Mortgages.** Landlord agrees that any Leasehold Mortgagee may enforce its Leasehold Mortgage and may acquire Tenant's Leasehold Interest, license, and other estates or interests, as applicable, (with the prior written consent of Landlord if the principal use of the Tenant Improvements would be for a use other than a training facility for sports in which youths in the community have the opportunity to participate, examples of which include soccer, baseball, basketball, football, hockey, tennis, track and field, lacrosse, and field hockey (a "**Permitted Sports Training Facility**"), which consent shall not be unreasonably withheld or delayed), created by this Lease in the Property in any lawful way and, pending foreclosure of such Leasehold Mortgage, may take possession of Tenant's Leasehold Estate in the Property and, subject to Section 11.03(g) below, upon foreclosure of such Leasehold Mortgage, may sell and assign Tenant's Leasehold Estate, license and other estates or interests created by this Lease, subject to the following:

(i) such Leasehold Mortgage shall be subject to this Lease and shall encumber only Tenant's interests pursuant to the terms of this Lease and Tenant's Leasehold Estate;

(ii) any Leasehold Mortgagee taking possession of Tenant's interest in the Property or any Person acquiring Tenant's interest in the Property, Leasehold Estate, license, and other estates or interests sold or assigned by such Leasehold Mortgagee shall attorn to Landlord and shall be liable to perform or cause performance of all of the obligations imposed on Tenant by this Lease, except to the extent that such obligations, by their nature, can only be performed by Tenant, for example, programming for the youth served by CHA and the community, and mentorship and work experience programs for eligible high school-aged youth and other Community Investments described in Exhibit G to the Lease, the Community Investments Agreement, in which case, Leasehold Mortgagee shall only be obligated to cure the matters as set in this Section 11.03;

(iii) in no event shall any Leasehold Mortgage, or other collateral security agreement related thereto permit the Leasehold Mortgagee thereunder to remove any fixtures or equipment (other than Tenant's Personal Property) located within or affixed to the Property;

(iv) failure of a Leasehold Mortgagee to satisfy any of the above conditions shall preclude such Leasehold Mortgagee from taking possession of or operating Tenant's interest in the Property and shall render such Leasehold Mortgage unenforceable for such purpose only, but shall not affect the validity, enforceability or priority of such Leasehold Mortgage in any other respect, including with respect to any other security interest in connection with Tenant's interest in the Property, Leasehold Estate, license and other estates or interests created by this Lease.

(c) **Notices.** Tenant shall forward a notice to Landlord prior to or concurrently with the execution and delivery of any proposed Leasehold Mortgage setting forth the name of the proposed mortgagee or other beneficiary of such Leasehold Mortgage. Following the execution of any Leasehold Mortgage in accordance with the terms and conditions of this Section, Tenant shall make available to Landlord a true, correct, and complete copy of each such Leasehold Mortgage and any amendments, modifications, extensions of assignments thereof, and shall notify Landlord of the address of each Leasehold Mortgagee to which notice may be sent (as the same may be changed from time to time).

(d) **Landlord's Acknowledgement of Leasehold Mortgages.** Landlord shall, upon written request by Tenant or by a Leasehold Mortgagee, acknowledge receipt of the name and address of any Leasehold Mortgagee (or potential Leasehold Mortgagee). If Landlord receives notice of a Leasehold Mortgagee, in accordance with this Ground Lease, then such notice shall be sufficient acknowledgement of any Leasehold Mortgage.

(e) **Leasehold Mortgagees – Notice and Cure.** In the event that Landlord provides to Tenant any approval, consent, demand, designation, request, election or other notice that any party gives regarding this Lease relating to any default, alleged Event of Default or termination of this Lease (each a "Notice"), Landlord shall, at the same time, give a copy of such Notice to all Leasehold Mortgagees of whom Landlord has been given notice (and an address therefor) by Tenant pursuant to the terms of this Section. No Tenant default, breach, Event of Default,

termination of this Lease or other exercise of Landlord's rights or remedies predicated upon the giving of Notice to Tenant shall be deemed to have occurred or arisen or be effective unless Landlord has given like Notice to each Leasehold Mortgagee as this Section requires. Any such Notice shall describe in reasonable detail the alleged Tenant default or other event that allegedly entitled Landlord to exercise such rights or remedies. Each Leasehold Mortgagee shall have the right, at its option, to cure or remedy any breach, default, or Event of Default by Tenant under this Lease and may enter the Property (or any part thereof) solely for the purpose of effecting such cure and such entry shall not constitute an actual or constructive eviction of Tenant nor shall such entry constitute an act hostile to Landlord's reversionary estate. Landlord shall accept such performance on the part of each Leasehold Mortgagee as though the same had been done or performed by Tenant so long as such is accomplished prior to the expiration of any cure periods provided to Tenant therefor in this Lease, subject to the terms of the next succeeding sentence below. In addition to the foregoing rights, in case of a breach, default, or Event of Default, Landlord will take no action to effect a termination of this Lease by reason thereof until Landlord shall have served upon each Leasehold Mortgagee of which Landlord has received actual notice hereunder a copy of the notice of the breach, default, or Event of Default, and each Leasehold Mortgagee shall be allowed to cure a monetary breach, default, or Event of Default within sixty (60) days of such notice or, in the case of non-monetary defaults that are capable of cure by any Leasehold Mortgagee, such longer period as may be reasonably necessary to cure such default if any Leasehold Mortgagee has commenced to cure the breach, default, or Event of Default within such sixty (60) day period and is diligently proceeding to cure the same; provided, however, that if the cure would require more than one hundred eighty (180) days, and if any Leasehold Mortgagee shall have provided reasonable evidence to Landlord of its undertaking and its capacity (subject to receipt of such approvals and judicial orders as may be necessary), then each Leasehold Mortgagee shall have such additional time to effect a cure so long as such Leasehold Mortgagee is diligently pursuing such cure to completion. All Notices delivered by Landlord to Leasehold Mortgagees pursuant to this Section shall be given by certified or registered United States mail, postage prepaid, return receipt requested or by overnight courier or same day delivery service addressed to each Leasehold Mortgagee at the address last specified to Landlord by or on behalf of each such Leasehold Mortgagee, and any such notice shall be deemed to have been given and "served" on the second business day after mailing in the manner set forth in this Section, on the first business day if an overnight courier service is used and on the same day if same day delivery service is used.

(f) **Foreclosure.** Notwithstanding anything to the contrary in this Lease, (i) a default by Tenant under any Leasehold Mortgage shall not constitute a breach, default, or Event of Default of this Lease unless and to the extent the acts or omissions of Tenant giving rise to such Leasehold Mortgage default independently constitute a breach, default, or Event of Default hereunder by Tenant; and (ii) a Leasehold Mortgagee may initiate, prosecute, and complete any foreclosure, and no foreclosure under any Leasehold Mortgage, and no exercise by a Leasehold Mortgagee of any other rights or remedies under its Leasehold Mortgage, including recordation of a notice of default or the appointment of a receiver, shall require Landlord's approval, or violate this Lease, or constitute a breach, default, or Event of Default by Tenant hereunder, or affect Landlord's obligations under this Lease, or entitle Landlord to exercise any rights or remedies under this Lease. If a Leasehold Mortgagee erroneously purports to exercise any rights or remedies against Landlord's fee estate or any other interest

of Landlord hereunder, the same shall not constitute a default under or breach of this Lease, but such Leasehold Mortgagee, by accepting its Leasehold Mortgage, shall immediately withdraw and rescind any such erroneous exercise of remedies against Landlord's fee estate promptly upon written request by Landlord.

(g) **Further Assignment.** If a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof, acquires Tenant's Leasehold Estate, license, and other estates or interests, as applicable, by foreclosure, or if a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof, succeeds to the interests and obligations of Tenant under a new lease agreement as provided in this Section, such Leasehold Mortgagee or successor or assignee of a Leasehold Mortgagee, or an Affiliate thereof, may thereafter assign or transfer this Lease or such new lease agreement subject to and in accordance with the terms of this Lease; provided, however, that any such assignment or transfer shall require the prior written consent of Landlord if the principal use of the Tenant Improvements would be for a use other than a Permitted Sports Training Facility, which consent shall not be unreasonably withheld or delayed; provided further, however, that Landlord does hereby approve any transaction that constitutes a Permitted Transfer hereunder; and provided further that the assignee or transferee expressly agrees in writing to assume and to perform all of the obligations under this Lease or such new lease agreement, as the case may be, from and after the effective date of such assignment or transfer.

(h) **Limitation of Liability; Effect of Cure.**

(i) Notwithstanding anything to the contrary in this Lease, (A) a Leasehold Mortgagee shall have no liability for any breach of this Lease by Tenant, except that if a Leasehold Mortgagee takes possession or ownership of the leasehold interest in the Property it shall cure (i) any past-due monetary obligations, and (ii) other non-monetary obligations which are not personal to Tenant, for example, programming for the youth served by CHA and the community, and mentorship and work experience programs for eligible high school-aged youth and other Community Investments described in Exhibit G to the Lease, the Community Investments Agreement, and such non-monetary obligations are reasonably susceptible to cure; and (B) no Leasehold Mortgagee or its representative, any Person claiming through or under such Leasehold Mortgagee, including such Leasehold Mortgagee's designee, to be tenant under a new lease agreement (a "**New Tenant**"), post-foreclosure tenant ("**Post-Foreclosure Tenant**"), or any Person acting for or on behalf of any of the foregoing shall have any personal liability under this Lease (or a new lease agreement), even if such Person exercises any cure rights of a Leasehold Mortgagee, except (1) during any period when such Person is Tenant under this Lease, mortgagee in possession or otherwise assumes the rights of the Tenant (or New Tenant under a new lease agreement); or (2) to the extent that such Person assumes in writing any of Tenant's obligations under this Lease or agrees in writing to cure any breach, default, or Event of Default by Tenant (and any such liability shall be limited in accordance with the terms of such written assumption). Notwithstanding anything to the contrary in this Lease or in any document or instrument that such Person executed and delivered (for example, even if any such Person has "assumed" this Lease), any such Person's liability, past,

present, and future, including any then-accrued liability, shall in no event, unless otherwise agreed: (A) extend beyond the period of its ownership of an interest in this Lease or a new lease agreement; (B) continue after such Person has assigned this Lease or the new lease agreement; or (C) extend to any pre-foreclosure defaults not susceptible to cure by a Leasehold Mortgagee or Post-Foreclosure Tenant. Furthermore, in no event shall the liability of any Leasehold Mortgagee or its representative, New Tenant, Post-Foreclosure Tenant or any Person acting for or on behalf of any of them extend beyond such Person's then-interest, if any, in this Lease, and not to any other assets of such Leasehold Mortgagee or its representative, New Tenant, Post-Foreclosure Tenant or any Person acting for or on behalf of any of them.

(ii) A Leasehold Mortgagee need not, unless otherwise agreed, continue to exercise its option to cure a default under or breach of this Lease by Tenant if and when the default, breach, or Event of Default by Tenant that such Leasehold Mortgagee was attempting to cure shall have been cured. Upon such cure and the cure of any other breach, default, or Event of Default by Tenant in accordance with this Lease, this Lease shall continue in full force and effect as if no breach, default, or Event of Default of Tenant had occurred. Even if a Leasehold Mortgagee has commenced cure of any such breach, default, or Event of Default by Tenant, such Leasehold Mortgagee may abandon or discontinue its cure at any time, without liability to Landlord or otherwise. No Leasehold Mortgagee's exercise of its cure rights under this Lease shall be deemed an assumption of this Lease in whole or in part, except as expressly set forth herein.

(iii) **Lease Impairments.** After the recording of any Leasehold Mortgage, neither Landlord nor Tenant shall make, and Landlord and Tenant shall not agree to, any Lease Impairment without obtaining the prior approval of the Leasehold Mortgagees. Any Lease Impairment made or entered into without such approval of the Leasehold Mortgagees shall not be effective, and not bind the Leasehold Mortgagees or any New Tenant or Post-Foreclosure Tenant. Any approval required of a Leasehold Mortgagee pursuant to this Section shall not be unreasonably withheld, conditioned or delayed as to any such action which would not have a materially adverse effect upon such Leasehold Mortgage.

(i) **Future Modifications.** If any Leasehold Mortgagee requires any modification of this Lease or any related sublease, assignment or license of Tenant or of any other document to be provided under this Lease or under any such sublease, assignment or license, or if any such modification is necessary or appropriate to comply with any rating agency requirements, then Landlord shall, at Tenant's request and reasonable cost and expense, cooperate in good faith to negotiate such instruments in recordable form effecting such modification as such Leasehold Mortgagee or rating agency shall reasonably require, provided that any such modification does not modify amounts payable to Landlord by Tenant, and does not otherwise materially adversely affect Landlord's rights or materially decrease Tenant's obligations under this Lease. If agreement on any such modification is reached, then Landlord shall at the request of, and reasonable cost and expense of, Tenant execute and deliver such modification, in accordance with and to the extent required by this Section and place such modification in

escrow for release to Tenant or such Leasehold Mortgagee upon the closing of such prospective Leasehold Mortgagee's loan to Tenant.

(j) **Casualty and Condemnation**. Until such time as all obligations secured by a Leasehold Mortgage have been indefeasibly satisfied in full, if a casualty or condemnation shall occur with respect to all or any portion of the Property and restoration is to occur pursuant to the provisions of this Lease, then if such casualty or condemnation results in the payment of Net Insurance Proceeds or condemnation awards to Tenant or the estimated cost of the repair and restoration, either individually or in the aggregate, is greater than Five Million Dollars (\$5,000,000), Tenant shall, in accordance with all applicable laws, deposit the Net Insurance Proceeds or condemnation awards, as applicable, together with its funds, if applicable, with Leasehold Mortgagee, if required by Leasehold Mortgagee, which funds shall be administered and disbursed pursuant to Section 10.01 of this Lease.

(k) **New Lease Agreement**. If this Lease terminates before the expiration of the Term for any reason, excepting only a termination because of a casualty or a condemnation affecting the Property, then (in addition to any other or previous Notice that this Lease requires Landlord to give to a Leasehold Mortgagee of which Landlord has received actual notice) Landlord shall, within ten (10) business days following the occurrence of such termination, give Notice to all Leasehold Mortgagees of such termination. Within the sixty (60) day period following each Leasehold Mortgagee's receipt of notice of termination or election to terminate or acquire possession, each Leasehold Mortgagee shall have the right to elect to enter into, or have its nominee enter into, a new lease agreement for the Property for a term equal to the unexpired portion of the Term and on the same terms and conditions as this Lease, and such other terms reasonably required by Landlord. Any such new lease agreement shall have the same priority as this Lease with respect to liens and encumbrances on the Property. All rights of any Leasehold Mortgagee, and all obligations of Landlord, under this Section shall survive termination of this Lease. Notwithstanding the foregoing, the prior written consent of Landlord shall be required for a new lease agreement if the principal use of the Tenant Improvements would be for a use other than a Permitted Sports Training Facility, which consent shall not be unreasonably withheld or delayed.

(l) **Further Assurances**. Upon request by Tenant or any existing or prospective Leasehold Mortgagee, or if necessary to comply with any rating agency requirements, Landlord shall, at Tenant's reasonable cost and expense, within ten (10) business days after request, deliver to the requesting party such documents and agreements as the requesting party shall reasonably request to further effectuate the intentions of the parties as set forth in this Lease or to confirm any matter relevant to this Lease, documents of the following type: (i) a recordable certificate signed and acknowledged by Landlord setting forth and confirming (or incorporating by reference), directly for the benefit of specified Leasehold Mortgagee(s), any or all Leasehold Mortgagee set forth in this Section; (ii) acknowledgment of receipt of any Notice; (iii) estoppel certificates; (iv) any breach, default, or Event of Default by Tenant presently claimed by Landlord and the scope, status, and remaining duration of any Leasehold Mortgagee's cure rights for each such breach, default, or Event of Default by Tenant; and (v) an enumeration of all Leasehold Mortgages of which Landlord has received Notices. All documents described in this Section shall be, to the greatest extent possible, in such form as Tenant or the other requesting party shall reasonably require.

(m) **Recognition.** If any Post-Foreclosure Tenant acquires this Lease and the related leasehold interests in the Property through a foreclosure, or if any New Tenant obtains a new lease agreement pursuant to the terms of this Lease, then upon the satisfaction of Landlord's reasonable requirements, Landlord shall recognize such Post-Foreclosure Tenant as Tenant under this Lease, or the New Tenant as Tenant under a new lease agreement, as applicable.

ARTICLE 12

Tenant Default: Rights and Remedies of Landlord

12.01 Tenant's Event of Default. Each of the following events shall be an "Event of Default" by Tenant under this Lease:

(a) Tenant's failure to pay, when due, any installment of Ground Rent or any other amount to be paid by Tenant under this Lease, and such failure shall continue for a period of ten (10) business days after written notice from Landlord specifying that such payment by Tenant has not been received by Landlord;

(b) if any insurance required to be maintained by Tenant shall lapse without replacement, so that any required coverage is not in effect, and such failure shall continue for a period of ten (10) days following written notice to Tenant;

(c) Tenant shall fail to perform or observe any other material obligation, term or provision under this Lease and such failure continues beyond sixty (60) days after written notice from Landlord to Tenant specifying such Event of Default; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, Tenant shall be allowed a reasonable additional period to effect such cure;

(d) a petition in bankruptcy is filed by or against Tenant, or if Tenant makes a general assignment for the benefit of creditors or is adjudged insolvent by any state or federal court, and in the case of any such involuntary petition, action or proceeding not initiated by Tenant such petition, action or proceeding is not dismissed or stayed within ninety (90) days after the commencement of such petition, action or proceeding; and

(e) Tenant shall fail to commence the construction of the Tenant Improvements by the Construction Commencement Deadline and shall fail to complete the construction of the Tenant Improvements by the Construction Completion Deadline or shall fail to commence and complete the construction and the CHA Property Improvements consistent with the Construction Schedule for the CHA Property Improvements, or fails to diligently proceed with construction of the Tenant Improvements and the CHA Property Improvements to completion and such failure continues for a period of ninety (90) days after written notice from Landlord specifying such failure; provided, however, that if Tenant in good faith commences within said 90-day period and thereafter diligently prosecutes all actions required to cure any such failure, Tenant shall be allowed a reasonable additional period to effect such cure; provided, however, notwithstanding the foregoing, Tenant shall not be in default hereunder so long as Tenant (i) has commenced construction, and (ii) Tenant has substantially completed such construction, and with respect to

CHA Property Improvements, the Parties are diligently working to complete the remaining punch-list items, as reasonably determined by Landlord and Tenant, subject to the Monetary Contribution Cap (as defined in the Community Investments Agreement).

(f) Tenant shall permanently abandon the Premises or fail to commence reconstruction of the Premises following a casualty or condemnation, as required pursuant to this Lease.

12.02 Dispute Resolution for Event of Default by Tenant. In the event of any uncured Event of Default by Tenant, after expiration of any applicable notice and cure period and after Landlord's good faith and commercially reasonable efforts to resolve such dispute with Tenant, the Parties agree to resolve the dispute between them by mutual and voluntary settlement rather than through any binding dispute resolution. In support of this, the Parties acknowledge that, except as otherwise provided herein, if the dispute cannot be settled through informal negotiation and discussions between the Parties, the Parties agree to submit their dispute to non-binding arbitration as a condition precedent to filing litigation. The non-binding arbitration shall be administered before an arbitrator in Cook County, Illinois in accordance with the American Arbitration Association under its Commercial Arbitration Procedures in accordance with the terms and conditions attached hereto as **Exhibit I**. The arbitrator's sole authority shall be to interpret and apply the provisions of this Agreement. The Parties recognize that non-binding arbitration is a process to assist them in resolving their disputes by making their own free and informed choices and that the neutral Arbitrator will have no authority to impose a binding award on any Party but only to issue an advisory decision. The non-binding award cannot be entered as a judgment in any court, except on mutual consent of the Parties, nor can it be used as evidence or cited as precedent with any preclusive effect, in any court or other proceeding. Each Party shall be responsible for its share of the arbitration fees in accordance with the applicable Commercial Arbitration Procedures.

12.03 Termination. If an Event of Default shall occur, notwithstanding anything to the contrary contained herein, Landlord may not terminate this Lease before any Leasehold Mortgagee has had an opportunity to cure such Event of Default in accordance with the terms and conditions of this Lease, or any other provision of this Lease that expressly limits Landlord's ability to terminate this Lease precludes such termination. Otherwise Landlord, at its option, at any time thereafter during the continuance of such Event of Default, may give to Tenant and all Leasehold Mortgagees a notice of termination of this Lease, and, upon the date specified in such notice, which date shall be after all cure periods and foreclosure proceeding periods without a cure or foreclosure (or exercise by a Leasehold Mortgagee of other remedies contemplated by Article 9 being effected), then this Lease and all of Tenant's rights under this Lease shall expire and terminate as if that date were the date herein originally fixed for the expiration of the Term of this Lease, and on the date so specified, Tenant shall vacate and surrender the Property to Landlord.

12.04 Transfer of Deposits, etc. In the event of any termination of this Lease under Section 12.02, or termination pursuant to any other provision contained herein, all unearned insurance premiums, all deposits theretofore made by Tenant with utility companies, any claims for refund of any Imposition, any pending claims for insurance proceeds or condemnation awards, and all fuel and supplies on the Property owned by Tenant shall, subject to the rights of the Leasehold Mortgagees, be deemed to be and are hereby assigned to and transferred to Landlord to be applied in payment of Tenant's liability under this Lease; provided, however, notwithstanding the foregoing or anything to the contrary contained herein, in the event of any termination of this

Lease, the portion of the Ground Rent prepaid by Tenant to Landlord shall be credited to any unpaid amounts due the Landlord up until the date of such termination, and any remainder amount shall be used to satisfy any other amounts due to Landlord from Tenant or Tenant Parties, and any remainder amount shall be promptly refunded to Tenant.

12.05 Re-entry. In the event of termination of this Lease under Section 12.02 or by operation of law or otherwise, Landlord may without further notice re-enter and repossess the Property.

12.06 Receipt of Monies: No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease shall reinstate, continue or extend the term of this Lease or of any notice of termination theretofore given to Tenant, or operate as a waiver of Landlord's right to enforce any payments or charges herein reserved or agreed to be paid by Tenant, then or thereafter falling due, or operate as a waiver of Landlord's right to recover possession of the Property by proper remedy, it being agreed that after service of notice to terminate this Lease, or after final order for the possession of the Property, Landlord may demand and collect for the month in which the termination occurs any monies due or thereafter falling due in any manner without affecting such notice, proceeding, order, suit or judgment, and all such monies collected shall be deemed paid on account of the use and occupancy of the Property or, at Landlord's election, on account of Tenant's liability hereunder.

12.07 No Implied Waivers. Landlord's granting of a consent under this Lease, or Landlord's failure to object to an action taken by Tenant without Landlord's consent under this Lease, shall not be deemed a waiver by Landlord of its right to require such consent for any further similar act of Tenant. No waiver by Landlord of any breach of any of the conditions, covenants or agreements of this Lease shall be construed, taken or held to be a waiver of any other breach or be a waiver, acquiescence in or consent to any further or succeeding breach of the same term, condition, covenant or agreement. None of Tenant's covenants, agreements, obligations or undertakings under this Lease, and no breach thereof, may be waived, altered or modified except by a written instrument executed by Landlord.

12.08 Remedies Not Exclusive. Except as expressly set forth herein, no right, power or remedy conferred upon or reserved to Landlord under this Lease or under law shall be considered exclusive of any other right, power or remedy, but such rights, powers and remedies shall be cumulative and shall be in addition to every other right, power and remedy given hereunder, or now or hereafter existing at law or in equity, or by statute or otherwise, and every right, power and remedy of Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding Landlord's simultaneous or later exercise of any or all other rights, powers or remedies. No delay or omission of Landlord in exercising any right, power or remedy arising from any default shall impair any such right, power or remedy or shall be construed to be a waiver of any such default or an acquiescence therein.

12.09 Waiver of Notice. Tenant expressly agrees that any notice of intention to re-enter provided in any statute or to initiate legal proceedings to that end shall run concurrently with any applicable notice period provided hereby so that any required notice period shall not be longer than the longer of such statutory notice or notice required under this Lease. Tenant waives, for and on behalf of itself and all persons and parties claiming through or under it (other than any Leasehold

Mortgagee), any and all right of redemption provided by any law or now in force or hereafter enacted or otherwise, for re-entry or repossession, or to restore the operation of this Lease, in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge, or in case of re-entry or repossession by Landlord, or in case of any expiration or termination of this Lease.

12.10 Bankruptcy. Nothing in this Article contained shall limit or prejudice the right of Landlord to prove and obtain as damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by any statute or rule of law governing such proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the damages referred to in any of the preceding Sections.

12.11 Leasehold Mortgagee's Rights. Notwithstanding the remedies afforded to Landlord under this Article 12, such remedies shall be subject to and subordinate to the Leasehold Mortgagees' rights granted herein.

ARTICLE 13

Additional Rights and Remedies of Landlord

13.01 Performance by Landlord. If Tenant shall at any time fail to make any payment or perform any act to be made or performed by Tenant under this Lease and such failure continues beyond the cure period, if any, applicable thereto under this Lease, and provided that no Leasehold Mortgagee has cured such failure within the time period provided herein for such cure (provided, in the latter case, that any notice of default required by the terms of this Lease to be given to such Leasehold Mortgagee by Landlord has been given), Landlord may, at its option (but shall not be required to), make any such payment or perform any such act, and for such purpose Landlord may enter upon the Property and take all actions thereon as may be deemed by Landlord necessary or desirable. Any actual and reasonable amount paid or incurred by Landlord in effecting or attempting to cure such failure shall be additional rent due from Tenant to Landlord, and shall be payable by Tenant upon written demand.

13.02 Tenant to Provide Indemnification

(a) Unless arising from Landlord's negligent act or intentional misconduct or a breach of Landlord's obligations under this Lease or until Landlord shall have re-entered the Property upon expiration or termination of this Lease, Tenant agrees to indemnify, defend and save Landlord's Protected Persons harmless against and from all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses and fees (including reasonable attorney's fees) which may be imposed upon, incurred by or asserted against Landlord's Protected Persons by reason of any of the following occurring during the portion of the Term during which such indemnitor was Tenant hereunder:

(i) any use, non-use, possession, occupation, condition, operation, repair, maintenance or management of the Property, or any part thereof, or any occurrence of any of the same;

(ii) any act or omission on the part of Tenant or any subtenant, licensee or invitee, or any of its or their agents, contractors, servants, employees, licensees or invitees relating to the Property or this Lease;

(iii) any accident, injury (including death) or damage, regardless of the cause thereof, to any person or property occurring in, on or about the Property or any part thereof;

(iv) any contest permitted pursuant to the provisions of Section 4.03;

(v) any litigation or proceeding related to the Property or this Lease to which Landlord becomes or is made a party without fault on its part, whether commenced by or against Tenant; and

(vi) any costs which may be incurred by Landlord in enforcing any of the covenants, agreements, terms and conditions of this Lease (provided Landlord prevails in the enforcement proceeding).

Notwithstanding the foregoing, as to claims for which Tenant does not receive timely notice, there shall be no obligation of Tenant to indemnify Landlord. Tenant's obligations under this Section 13.02 shall survive the expiration or termination of this Lease.

13.03 Landlord to Provide Indemnification.

(a) To the fullest extent permitted by law, unless arising from Tenant's negligent act or intentional misconduct or a breach of Tenant's obligations under this Lease, Landlord agrees to indemnify, defend and save Tenant's Protected Persons harmless against and from all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses and fees (including reasonable attorney's fees) which may be imposed upon, incurred by or asserted against Tenant's Protected Persons by reason of any of the following occurring during the portion of the Term during which such indemnitor was Landlord hereunder:

(i) except as expressly provided herein, any litigation or proceeding related to the Real Estate or this Lease to which Landlord becomes or is made a party without fault on its part, whether commenced by or against Landlord; and

(ii) any costs which may be incurred by Tenant in enforcing any of the covenants, agreements, terms and conditions of this Lease (provided Tenant prevails in the enforcement proceeding).

Notwithstanding the foregoing, as to claims for which Landlord does not receive timely notice, there shall be no obligation of Landlord to indemnify Tenant. The parties agree that Landlord's obligations under this Section 13.03 shall survive the expiration or termination of this Lease and that no federal funds may be expended for any indemnification arising under this Section 13.03.

ARTICLE 14

Eminent Domain

14.01 Total Taking. If, during the Term of this Lease, the entire Property or the Tenant Property, or such substantial portion of the Property or the Tenant Property as shall in the reasonable good faith judgment of Tenant, make it economically unfeasible to continue to operate the remaining portion for the purposes herein stated, shall be taken by the exercise of the power of eminent domain, this Lease shall terminate on the date of vesting of title in the condemnor under such eminent domain proceedings, and all Ground Rent and other sums payable by Tenant hereunder shall be prorated to the date of such vesting, and thereafter Tenant shall be relieved of all obligations to pay the Ground Rent and to otherwise perform its agreements, obligations and undertakings under this Lease except those that expressly survive the termination of this Lease. The award granted with respect to such eminent domain proceedings shall be divided between Landlord, Tenant and any Leasehold Mortgagees in the following order:

(a) to the First Leasehold Mortgagee, an amount sufficient to obtain the release and satisfaction of the First Leasehold Mortgage;

(b) to any and all other Leasehold Mortgagees, as their interests appear, an amount sufficient to obtain a release and satisfaction of the Leasehold Mortgages, with payment being made in full to such Leasehold Mortgagees according to the priorities of their Leasehold Mortgages;

(c) to Tenant, an amount equal to the fair market value of the unexpired Leasehold Estate; and

(d) the balance, if any, shall be paid to Landlord.

If this Lease is terminated under this Section, then Tenant shall, if so directed by Landlord, demolish and/or remove any damaged Improvements on any remaining Property at the sole cost and expense of Tenant provided that all condemnation proceeds allocable to the Property remaining after satisfaction of the indebtedness secured by any Leasehold Mortgages shall be available to Tenant. The obligation under this Lease to demolish and/or remove Tenant Improvements under the foregoing sentence shall not apply to any Leasehold Mortgagee (or nominee of a Leasehold Mortgagee) that succeeds to Tenant's interest under this Lease through foreclosure of its Leasehold Mortgage or deed-in-lieu thereof.

14.02 Partial Taking.

(a) If, during the Term, less than the entire Property (excluding any substantial portion covered under Section 14.01 above) shall be taken by the exercise of the power of eminent domain and, in the reasonable judgment of the First Leasehold Mortgagee, condemnation proceeds attributable to Tenant's interest in the Property are sufficient to restore that portion of the Property remaining after the taking so as to be not materially different from the value, condition and character of the Property prior to such taking, this Lease shall not terminate but

shall continue in full force and effect for the remainder of the Term, subject to the provisions of this Section 14.02. The amount of damages resulting to Landlord and Tenant, respectively, and to their respective interests in the Property and in, to and under this Lease, by reason of such exercise and partial taking under such eminent domain proceedings shall be separately determined and computed by the court having jurisdiction of such proceedings, and separate awards and judgments with respect to such damages to Landlord and Tenant shall be made and entered, and said awards shall, subject to Section 14.05, be paid to Landlord and Tenant, respectively, in accordance therewith; provided, however, that Tenant shall receive that portion of the award made as consequential damages to the Improvements located on the remaining portion of the Property and Tenant, at its expense, shall forthwith restore the remaining portion of the Improvements to substantially the same value, condition and character as existed prior to such taking (to the extent such restoration is possible, taking into account the extent to which a portion of the Improvements have been removed as a result of the taking), using such part of the award received by Tenant in said eminent domain proceeds as may be necessary and, if the amount of such award is not sufficient, Landlord shall make its portion of the award available for such restoration. If Tenant is obligated to restore the Property, the proceeds of the award shall be deposited in the Restoration Escrow and disbursed to pay the costs of such restoration. If the sum of such awards is not sufficient, Tenant shall have the right, but not the obligation, to provide the additional funds required.

(b) If the First Leasehold Mortgagee reasonably determines that condemnation proceeds are insufficient to restore that portion of the Property remaining after the taking so as to be not materially different than the value, condition and character of the Property prior to such taking, and neither Tenant nor any Leasehold Mortgagee deposits into the Restoration Escrow the additional funds necessary to satisfy such deficiency within ninety (90) days after the condemnation award, and Landlord makes no commitment to provide additional funds within such ninety (90) days and deposits into the Restoration Escrow the additional funds necessary to satisfy such deficiency within one hundred twenty (120) days after the condemnation award, then the condemnation proceeds shall be applied as set forth in Section 14.01 and the requirements of Section 11.03 shall apply.

14.03 Temporary Taking. In the event of a taking for a temporary use, this Lease and the Term shall continue and the Ground Rent thereafter due and payable shall be equitably reduced or abated. Tenant shall continue to perform and observe all of the other covenants, agreements, terms and conditions of this Lease. The entire amount of any proceeds with respect to such temporary taking shall be paid to Tenant.

14.04 Other Governmental Action. In the case of any governmental action not resulting in the taking of any portion of the Property or the Property but creating a right to compensation, this Lease shall continue in full force and effect without reduction or abatement of any considerations thereafter due and payable. If such governmental action results in any damage to the Improvements, Tenant shall be entitled to receive such portion of the proceeds (or all of the proceeds, if required for such purpose) estimated to be necessary to remedy any such damage and Tenant shall proceed with reasonable diligence to make all repairs, replacements, restorations and improvements necessary so to remedy such damage to the extent economically feasible, and, if the amount of such proceeds is not sufficient, Tenant shall have the right, but not the obligation, to provide the additional funds required. Any balance remaining from such proceeds, or if no damage

is involved then all of such proceeds, shall be divided between Landlord and Tenant as their respective interests may appear.

14.05 Leasehold Mortgagees. The rights granted to Landlord and Tenant under this Article 14 shall be subject to the rights and interests of the Leasehold Mortgagees under their respective Leasehold Mortgages (except as provided in Section 14.02(b)) pursuant to their respective priorities.

ARTICLE 15

Estoppel Certificates

Upon written request by either Party or any Leasehold Mortgagee, the party to whom the request was made will promptly certify to the requesting Person, or to any proposed assignee or grantee or mortgagee or trustee under deed of trust or trust deed or the proposed assignee of such mortgagee, deed of trust or trust deed, whether or not this Lease is valid and subsisting, whether or not it has been modified (and if there are modifications, stating them) and whether or not the party executing the certificate has knowledge of any default or breach by the other party under any of the terms of this Lease (and if any exists, stating them). If the party to whom a written request is directed under the preceding sentence shall fail to furnish the requested certificate within twenty (20) days after the receipt of such request, then by such failure such party shall be deemed to have certified to the requesting Person and to any proposed assignee or grantee or mortgagee or trustee under a deed of trust or trust deed, that this Lease is valid and subsisting, that there have been no modifications to this Lease, and that there are no known defaults or breaches by the other party under the terms of this Lease. Upon the issuance of a certificate of occupancy by the City in its municipal capacity following completion of the construction of each of the Tenant Improvements or CHA Property Improvements, as applicable, Landlord shall give to Tenant one or more estoppel certificates (in recordable form) certifying all obligations set forth in Article 5 have been satisfied, and Tenant shall cause such certificate to be recorded.

ARTICLE 16

Surrender at End of Term; Title to Improvements

16.01 Surrender at End of Term. Upon the expiration of the Term, or earlier termination of the Lease, title to all Tenant Improvements then located on the Real Estate shall, together with all fixtures and equipment not otherwise removed by Tenant prior to the expiration of the Term, shall vest in the Landlord without any payment or allowance whatever by Landlord on account of or for such Tenant Improvements and fixtures and equipment, whether or not the same or any part thereof shall have been constructed by, paid for, or purchased by Tenant; provided, however, notwithstanding the foregoing, Tenant, in its sole discretion, is expressly permitted to remove from the Property all of the Personal Property that Tenant, Tenant Parties, and the Team, and each of their Affiliates, use in connection with the operation of their businesses or wish to remove from the Property at the expiration of the Term of this Lease, including, but not limited to, all Personal Property, all soccer related equipment, all office related equipment, all computers and laptops, all files, and any other related Personal Property of such parties. Tenant shall vacate and surrender possession of the Property to Landlord in an "as is, where is" and broom clean condition, ordinary

wear and tear excepted, and without delay, free and clear of all lettings, occupancies, and licenses, and free and clear of all liens, claims, encumbrances and security interests other than the Permitted Exceptions. Tenant agrees to execute and deliver to Landlord such quit claim deeds, bills of sale, assignments or other instruments of conveyance as Landlord may reasonably deem necessary to evidence such transfer of title to Landlord. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Property at any such termination date.

16.02 Title to Improvements. Landlord acknowledges and agrees that throughout the Term and until expiration or earlier termination of this Lease, title to all Tenant Improvements and other Improvements located on the Property shall be in Tenant's name and that Tenant has, and shall be entitled to, all rights and privileges of ownership of such Tenant Improvements and other Improvements located on the Property, including without limitation: (a) the right to claim depreciation or cost recovery deductions; (b) the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Property; and (c) the right to transfer, sell, replace, and remove such Tenant Improvements and other Improvements located on the Property in accordance with Section 11.01 of this Lease.

ARTICLE 17

Landlord Defaults

17.01 Landlord's Default. Each of the following events shall be an Event of Default by Landlord under this Lease:

- (a) Landlord's failure to lease by this Lease the Real Estate; or
- (b) Landlord's failure to perform any other term or provision to be performed by Landlord under this Lease, not otherwise described in subsection (a) hereof, and such failure shall continue beyond sixty (60) days after written notice received by Landlord from Tenant specifying such event of default; provided, however, that if Landlord in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, Landlord shall be allowed a reasonable period to effect such cure.

Upon an Event of Default by Landlord hereunder, Tenant shall have all of the rights and remedies afforded at law or in equity, subject to Section 21.

17.02 Dispute Resolution for Event of Default by Landlord. In the event of any uncured Event of Default by Landlord, after expiration of any applicable notice and cure period and after Tenant's good faith and commercially reasonable efforts to resolve such dispute with Landlord, the Parties agree to resolve the dispute between them by mutual and voluntary settlement rather than through any binding dispute resolution. In support of this, the Parties acknowledge that, except as otherwise provided herein, if the dispute cannot be settled through the informal negotiation and discussions between the Parties, the Parties agree to submit their dispute to non-binding arbitration as a condition precedent to filing litigation. The non-binding arbitration shall be administered before an arbitrator in Cook County, Illinois in accordance with the American Arbitration Association under its Commercial Arbitration Procedures in accordance with the terms and conditions attached hereto as **Exhibit I**. The arbitrator's sole authority shall be

to interpret and apply the provisions of this Agreement. The Parties recognize that non-binding arbitration is a process to assist them in resolving their disputes by making their own free and informed choices and that the neutral Arbitrator will have no authority to impose a binding award on any Party but only to issue an advisory decision. The non-binding award cannot be entered as a judgment in any court, except on mutual consent of the Parties, nor can it be used as evidence or cited as precedent with any preclusive effect, in any court or other proceeding. Each Party shall be responsible for its share of the arbitration fees in accordance with the applicable Commercial Arbitration Procedures.

17.03 Remedies Not Exclusive. No right, power or remedy conferred upon or reserved to Tenant under this Lease, or under law, shall be considered exclusive of any other right, power or remedy, but such rights, powers and remedies shall be cumulative and shall be in addition to every other right, power and remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every right, power and remedy given by this Lease may be exercised from time to time and as often as occasion may arise or may be deemed expedient, without precluding Tenant's simultaneous or later exercise of any or all other rights, powers or remedies. No delay or omission of Tenant to exercise any right, power or remedy arising from Landlord's event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such default or an acquiescence therein.

17.04 Waivers in Writing. Tenant's granting of a consent under this Lease, or Tenant's failure to object to an action taken by Landlord without Tenant's consent under this Lease, shall not be deemed a waiver by Tenant of its right to require such consent for any further similar act of Landlord. No waiver by Tenant of any breach of any of the conditions, covenants or agreements of this Lease shall be construed, taken or held to be a waiver of any other breach or be a waiver, acquiescence in or consent to any further or succeeding breach of the same term, condition, covenant or agreement. None of Landlord's covenants, agreements, obligations or undertakings under this Lease, and no breach thereof, may be waived, altered or modified except by a written instrument executed by Tenant and Leasehold Mortgagee, as applicable.

17.05 Landlord's Representations. Landlord hereby represents and warrants to Tenant that:

(a) the entry by Landlord into this Lease with Tenant, and the performance by Landlord of all of the terms and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach, default, or Event of Default under any other agreement relating to the Property to which Landlord is a party or by which it is bound;

(b) as of the Commencement Date, there is no tenant or other occupant of the Real Estate or the Leasehold Estate having any right or claim to possession or use of the Real Estate or the Leasehold Estate, other than public or quasi-public utilities; and

(c) as of the Commencement Date, there are no special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas electrical, or utility improvements or other capital expenditures, matured or unmatured, affecting the Real Estate or the Leasehold Estate.

ARTICLE 18

Notices

All notices or demands under this Lease shall be in writing and shall be served and given by personal delivery, by certified mail, return receipt requested, or by nationally recognized overnight courier, addressed as follows:

- Landlord: Chicago Housing Authority
60 East Van Buren Street
Chicago, Illinois 60605
Attention: Tracey Scott, Chief Executive Officer
Email: TScott@thecha.org
- with a copy to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren Street
Chicago, Illinois 60605
Attention: Ellen Harris, Chief Legal Officer
Email: EHarris@thecha.org
- with a copy to: Neal & Leroy, LLC
20 South Clark Street, Suite 2050
Chicago, Illinois 60603
Attention: Jeanette Sublett
Email: jsublett@nealandleroy.com
- If to Tenant: Chicago Fire Training Facility, LLC
c/o Chicago Fire Football Club, LLC
1 N. Dearborn, Suite 1300
Chicago, Illinois 60602
Attention: Laura Warren, Senior Vice-President and General Counsel
Email: lwarren@chicagofirefc.com
- with a copy to: Chicago Fire Training Facility, LLC
400 N. Michigan Avenue, Suite 350
Chicago, Illinois 60611
Attention: Ari Glass, Head of Real Estate
Email: ari.glass@mansuetoffice.com
- with a copy to: DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Mariah DiGrino and David Pryor
Email: Mariah.DiGrino@us.dlapiper.com
Email: David.Pryor@us.dlapiper.com

In addition, concurrently with the giving of any notice or demand by Landlord to Tenant, or by Tenant to Landlord, Landlord or Tenant, as the case may be, shall furnish a copy of such notice to any Leasehold Mortgagee, as applicable.

By written notice served in the foregoing manner, any party entitled to receive notices shall have the right to designate another person and another address to which notices and demands shall thereafter be sent. Each such notice or demand shall be deemed served, given and received when received, or when given by certified mail, shall be deemed served, given and received on the third business day after the mailing thereof, or when given by nationally recognized overnight courier, shall be deemed served, given and received on the next business day after the mailing thereof.

ARTICLE 19

Intentionally deleted.

ARTICLE 20

Miscellaneous

20.01 Covenants Running with the Land. All terms, provisions, conditions, covenants, agreements, obligations and undertakings contained in this Lease shall, except as herein specifically limited or otherwise provided, extend and inure to be binding upon Landlord's successors and assigns and Tenant's successors and permitted assigns, as if such successors and assigns were in each case specifically named, and shall be construed as covenants running with the land. Wherever reference is made in this Lease to either party, it shall be held to include and apply to such successors and assigns.

20.02 Amendments in Writing. In no event shall this Lease or any terms, provisions or conditions hereof be deemed to be amended, modified or changed in any manner whatsoever, except and unless set forth and provided for in writing executed by Landlord and Tenant, and consented to in writing by any Leasehold Mortgagee, if applicable, which consent will not be unreasonably withheld, delayed or conditioned. Leasehold Mortgagee's consent shall be deemed given if Leasehold Mortgagee fails to respond to a request to approve an amendment within fifteen (15) business days of receipt of such a request.

20.03 Quiet Possession. Landlord represents and warrants that it has full right and power to execute and perform this Lease and to convey the rights and interest demised hereby. Landlord agrees that during the Term and so long as no Event of Default then exists and is continuing hereunder, after the applicable notice and cure periods, Tenant shall and may peaceably and quietly have, hold and enjoy the Real Estate and the Property demised hereby, subject to the Permitted Exceptions, without molestation or disturbance by or from Landlord or any party claiming by, through or under Landlord, and free of any encumbrance created or suffered by Landlord except those expressly described herein to which this Lease is made subject and subordinate.

20.04 Time of Essence. Time is of essence of this Lease and of the performance of the respective obligations, covenants and agreements of Landlord and Tenant hereunder. If the day for

the performance of any obligation hereunder occurs on a calendar day other than a business day, the time for such performance shall be extended to the next business day.

20.05 Approvals. All approvals or consents required under the provisions hereof shall be in writing. Unless herein expressly otherwise provided, any approval or consent of Landlord shall be sufficiently given if signed by Landlord's Chief Executive Officer.

20.06 Condition of Property. Landlord has made no warranties or representations whatsoever with respect to the Real Estate provided, however, that the foregoing shall not affect the obligations, if any, of Landlord under this Lease with respect to matters of title to the Real Estate and liens arising out of labor and/or materials furnished to the Real Estate, or any portion thereof, by or on behalf of Landlord.

20.07 Captions. The table of contents and captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

20.08 Partial Invalidity. If any term, provision or condition of this Lease or its application to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such term, provision or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.09 Applicable Law. This Lease shall be construed and enforced in accordance with the law of the State of Illinois.

20.10 Recording of Memorandum of Lease. A memorandum of this Lease, the form of which shall be mutually acceptable to the Parties, shall be recorded with the Cook County Clerk's Office.

20.11 Lease Not to be Construed Against Either Party. The parties have each been represented by counsel in connection with the negotiation and drafting of this Lease. Accordingly, this Lease shall not be construed against or for either party.

20.12 Landlord to Execute Agreement. The Landlord represents that it is a municipal corporation and body corporate and politic duly formed under the Illinois Housing Authorities Act with full Landlord to execute, deliver and perform this Agreement and that the person signing for Landlord is duly authorized to execute this Agreement on behalf of the Landlord. The Tenant represents that it is a legal entity duly formed and authorized to conduct business in the State of Illinois, with full power and authority to execute, deliver and perform this Agreement, and that the person signing for it below is duly authorized to execute this Agreement on such entity's behalf. Prior to execution of this Agreement, the Tenant will furnish an opinion issued to the Landlord by counsel acceptable to the Landlord that such party is a legal entity under the laws of the jurisdiction in which it is formed with full power and authority to execute, deliver and perform this Agreement, and that the Agreement has been duly authorized, executed and delivered by Tenant.

20.13 Written Materials, Public Statements and the Landlord Approvals. The Parties agree to cooperate and consult with each other regarding any public statements or publication made regarding the construction and development of the Tenant Improvements. The Tenant shall provide the Landlord with drafts of applications or proposals prepared in connection with the Project for a government agency prior to submission and shall not submit such materials to a government agency without the approval of the Landlord which shall not be unreasonably conditioned, withheld, or delayed. With respect to drafts of applications or proposals prepared in connection with the Project for a private third party, upon request by the Landlord, the Tenant shall provide copies of such drafts or proposals to the Landlord for informational purposes after submission.

20.14 Cooperation. Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the terms, covenants, and obligations of this Agreement, the Property, and the Project. From time to time and at any time, Tenant may request modifications to this Lease to satisfy, among other things, the requirements of Tenant's financing sources, including without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and will not unreasonably condition, withhold or delay its approval and execution of modifications to this Lease that do not materially and adversely alter the basic terms hereof or Landlord's rights hereunder. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to this Lease that would violate or contravene any applicable law or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, enter into an amended and restated lease combining into one document the entire Lease and all modifications and amendments theretofore entered into. Tenant shall pay, or reimburse Landlord upon demand, for all reasonable out of pocket expenses incurred by Landlord in connection with any such modification or amendment.

20.15 Conflict or Inconsistency. In the event of any conflict or inconsistency regarding the terms and conditions of this Lease and any terms or conditions set forth in either the Community Investments Agreement or the Construction Agreement, as applicable, then terms and conditions set forth in this Lease shall govern and prevail except that the (i) the terms and conditions set forth in Community Investments Agreement shall govern and prevail; and (ii) the terms and conditions set forth in the Construction Agreement shall govern and prevail as to the construction of the CHA Property Improvements.

20.16 Limitation of Liability. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, or special damages, however caused, based on any theory of liability.

ARTICLE 21

Exculpatory Provisions

21.01 Exculpatory Provision – Landlord. It is expressly understood and agreed by Tenant, and any Person claiming by, through or under Tenant (including, without limitation all Leasehold Mortgagees) that none of Landlord's covenants, undertakings or agreements herein set

forth are made or intended as personal covenants, undertakings or agreements of Landlord, but are for the purpose of binding the premises demised hereby, and liability or damage for breach for nonperformance by Landlord shall be collectible only out of the Real Estate demised hereby or available insurance proceeds and no personal liability is assumed by nor at any time may be asserted or enforced against Landlord or any other Landlord's Protected Persons or any of its or their heirs, legal representatives, successors or assigns, all such personal liability, if any, being expressly waived and released by Tenant and each Person claiming by, through or under Tenant.

21.02 Exculpatory Provision – Tenant. Tenant, but not any partner, officer, director, shareholder, member or manager of Tenant, nor any employee or agent of any of the foregoing, shall be personally liable for payment or performance under this Lease, it being acknowledged that Landlord's exclusive rights and remedies hereunder shall be limited to Tenant's interest in this Lease and the Tenant Improvements and any other asset of Tenant and, to the extent provided for in Section 12.02, for the termination of this Lease and re-entry and possession of the Property. No deficiency judgment shall be sought or obtained against Tenant or any partner, officer, director, shareholder, member or manager of Tenant, nor any employee or agent of any of the foregoing (collectively, "**Exculpated Parties**") for any amount due under this Lease; provided, however, that, except as hereinafter provided in this Section 21.02, nothing contained herein shall either relieve the Exculpated Parties from personal liability and responsibility, or limit Landlord's other rights and remedies against the Tenant hereunder, either at law or in equity: (i) for fraudulent acts; (ii) for the fair market value of any personal property or fixtures removed or disposed of from the Property in violation of the terms of this Lease; (iii) for waste committed by Tenant with respect to the Property (iv) for insurance proceeds and condemnation awards received by Tenant and not turned over to Landlord or used by Tenant for restoration or repair of the Property to the extent required under this Lease; and (v) for any rents or other income from the Property received by Tenant after an Event of Default under this Lease and not applied to the fixed and operating expenses of the Property.

ARTICLE 22

Hazardous Materials

22.01 Prohibition Against Hazardous Materials. Tenant shall not cause any Hazardous Material to be generated, released, stored, buried or deposited over, beneath, in or on (or used in the construction of) the Real Estate or the Property, or any part thereof, from any source whatsoever, other than in accordance with this Lease, the applicable NFR Letter and applicable Environmental Laws. Tenant shall not permit any Hazardous Material to be generated, released, stored, buried or deposited over, beneath, in or on (or used in the construction of) the Real Estate or the Property, or any part thereof, from any source whatsoever, other than in accordance with this Lease, the applicable NFR Letter and applicable Environmental Laws. Tenant shall (i) comply at its own cost and expense with all Environmental Laws; (ii) not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Tenant, its subtenants, agents, employees, contractors, guests or invitees unless all of the following requirements are satisfied at all times with respect thereto: (A) such Hazardous Materials are reasonably required in the ordinary course of Tenant's business which it is authorized to conduct on the Property under the terms of this Lease, (B) such Hazardous Materials are maintained only in such quantities as are reasonably necessary for the operations which Tenant is authorized to conduct on the Property

under this Lease, (C) such Hazardous Materials are used strictly in accordance with the manufacturers' instructions therefor and in compliance with all applicable Environmental Laws, (D) such Hazardous Materials are not disposed of in or about the Property in a manner that would constitute a release or discharge, and (E) all such Hazardous Materials are removed from the Property by Tenant upon the expiration or earlier termination of this Lease or upon termination of Tenant's right of possession of the Property; (iii) not install any underground storage tank or aboveground storage tank on the Property without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion; (iv) not take any action that would subject the Property to permit requirements under any Environmental Law for storage, treatment or disposal of Hazardous Materials; (v) not dispose of Hazardous Materials in dumpsters at the Property; (vi) not discharge Hazardous Materials into building drains or sewers; (vii) not cause or allow the release of any Hazardous Materials on, to, or from the Property; and (viii) arrange at its sole cost and expense for the lawful transportation and off-site disposal in accordance with all applicable Environmental Laws, of all Hazardous Materials that it generates.

22.02 Remediation. Tenant shall take the Property as-is, where-is and subject to all faults and irrespective of its environmental or geotechnical condition, and Tenant shall be responsible for the costs to cure or to remediate the Property.

- a. Tenant shall perform the Environmental Work and all other Remediation consisting with a site remediation plan and in a manner consistent with the prevailing standards of professionalism, level of care, skill, practice and judgment exercised by environmental remediation contractors in the performance of work of a similar nature to the Environmental Work and Remediation under similar circumstances and in accordance and compliance with all Environmental Laws and all other applicable federal, state and local laws, regulations and guidelines including but not limited to the requirements of Illinois Environmental Protection Agency in order to obtain the NFR Letter.
- b. As part of the Environmental Work and Remediation, Tenant agrees to execute such documents, including waste manifests, as may be reasonably requested to evidence same. Tenant shall not dispose of any such Hazardous Materials at any landfill or disposal facility that is not properly licensed to receive such Hazardous Materials under applicable Environmental Law.
- c. Except as expressly set forth herein, Landlord shall have no obligation to pay the cost of any Environmental Work, Remediation or any other environmental work.
- d. Landlord shall reasonably cooperate with Tenant in its efforts to obtain the NFR Letter.

22.03 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord's Protected Persons, and any current or former officer, director, employee or agent of Landlord (collectively, the "Indemnitees") from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and

consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) a violation of Section 22.01; (ii) any violation of the NFR Letter caused by Tenant or any of their respective employees, agents, contractors, subtenants, guests or invitees; or (iii) any exacerbation of a Pre-Existing Environmental Condition caused by Tenant or any employee, agent or contractor of Tenant.

22.04 Survival. Tenant's obligations under this Article 22 shall survive the expiration or termination of this Lease.

22.05 Right of Entry. Prior to the Commencement Date, Landlord has provided Tenant with a separate right of entry agreement to access the Property for the sole purpose of performing all environmental (including, but not limited to, Phase I and Phase II tests), geotechnical, surveying, and other diligence activities for Tenant's planning purposes. To the extent that Tenant or its consultants materially disturb the ground during its due diligence activities, the right of entry agreement shall provide that in the event that Tenant fails to move forward with the Ground Lease, then Tenant shall restore the portions of the Property so disturbed to its condition that existing as at the commencement of such entry by Tenant, ordinary wear and tear excepted. The right of entry agreement shall include customary indemnification and insurance provisions and shall include customary provisions that prohibit Tenant from being liable for merely discovering any environmental conditions on the Property. Nothing in this grant of right of entry shall be construed as giving the Tenant any relief from its obligation to take the Leasehold Estate as-is and where-is nor shall this right of entry grant any right to the Tenant to terminate or fail to take up this Lease because of any environmental or geotechnical or other condition of the Property.

ARTICLE 23

Conditions of Commencement

23.01 Tenant to Demonstrate Financial Capacity. Prior to the Commencement Date of the Ground Lease, and as a condition thereof, Tenant shall disclose its sources of finance for the Property and assure Landlord's reasonable satisfaction its financial capacity to complete the Property.

23.02 Guaranty. Chicago Fire Football Holdings, LLC is a Delaware limited liability company (together with its successors and assigns "**Guarantor**"), an affiliate of Tenant and the manager of the Chicago Fire Football Club, LLC which owns the Team. Guarantor agrees to absolutely and unconditionally guarantee to Landlord the following:

(a) The full and punctual payment when due of (i) all Ground Rent, (ii) after the expiration of the applicable notice and cure periods, such other sums that may become due and payable from Tenant to CHA as a result of Tenant's failure to fully perform in all material respects those certain other obligations set forth in the Lease (except for any construction and completion obligations, as applicable, with respect to the Tenant Improvements as set forth in the Lease), and (iii) such other sums due from Tenant to CHA pursuant to the terms of the Community Investments Agreement and the Construction Agreement; and

(b) The full performance in all material respects by Tenant and the Tenant Parties, as applicable, of all the terms, covenants, conditions and agreements set forth in the Community Investments Agreement and the Construction Agreement (together, the “**Guaranteed Obligations**”).

Guarantor unconditionally and irrevocably guarantees payment and performance of the Guaranteed Obligations by execution and delivery of the Guaranty which is attached hereto as Exhibit J to this Lease. The Guaranty shall be executed concurrently with the execution of the Lease and the Lease shall not be effective until the Guaranty has been executed.

23.03 Tenant and Guarantor Representations.

(a) Tenant represents that (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, (ii) it is duly qualified to do business in the State of Illinois and is in good standing in the State of Illinois, (iii) has the requisite power and authority to execute and deliver this Lease and, perform the duties and obligations therein, and (iv) so long as it shall continue to serve in the capacity as Tenant contemplated under the terms of this Lease, it shall remain in good standing under the laws of the State of Delaware and the State of Illinois and shall remain authorized to do business in the State of Illinois.

(b) Guarantor represent that (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, (ii) it is duly qualified to do business in the State of Illinois and is in good standing in the State of Illinois, (iii) has the requisite power and authority to execute and deliver the Guaranty and perform the duties and obligations therein, and (iv) so long as it shall continue to serve in the capacity as the Guarantor contemplated under the terms of this Lease, it will remain in good standing under the laws of the State of Delaware and the State of Illinois and shall remain authorized to do business in the State of Illinois.

23.04 Subject to HUD Approval. The transfer of any interest in the Property to Tenant and certain other proposed terms herein is subject to the approval of HUD. Landlord has or will expeditiously apply for such HUD approvals. The Commencement Date shall not occur until all such HUD approvals are obtained.

23.05 Lease Subject to Community Investments and Construction Agreement. The Community Investments Agreement and the Construction Agreement shall be executed concurrently with the execution of the Lease and this Lease shall not be effective until all Agreements have been executed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

[signature page to Ground Lease]

IN WITNESS WHEREOF, this Lease is executed as of the date first written above by the duly authorized officers or representatives of the parties hereto.

LANDLORD:

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

By: 
Tracey Scott
Chief Executive Officer

TENANT:

CHICAGO FIRE TRAINING FACILITY, LLC,
a Delaware limited liability company

By: 
Name: Pawel Szynalik
Title: Chief Financial Officer

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, LaRue Little, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tracey Scott, the Chief Executive Officer of the **Chicago Housing Authority**, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Executive Officer, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of March, 2023.



LaRue Little
Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Karen A. Toth, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Pawel Szynalik, is known to me to be the Chief Financial Officer of the Chicago Fire Training Facility, LLC (“Chicago Fire”), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the Chief Financial Officer of Chicago Fire he signed and delivered the said instrument pursuant to authority given by Chicago Fire, and as his free and voluntary act of said limited liability corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary’s Seal this 9th day of March, 2023.

Karen A. Toth
Notary Public



EXHIBIT A

LEGAL DESCRIPTION

CHICAGO HOUSING AUTHORITY REAL ESTATE

PARCEL 1:

A TRACT OF LAND LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, AND LYING IN THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ALONG A 16-FOOT EAST AND WEST PUBLIC ALLEY LYING IMMEDIATELY SOUTH OF AND PARALLEL TO WEST ROOSEVELT ROAD SAID, POINT BEING 19-FEET WEST OF THE NORTH EAST CORNER OF LOT 45, IN BLOCK 3, IN SAMPSON AND GREENE'S SUBDIVISION OF BLOCKS 2 TO 6, INCLUSIVE AND 11 TO 14, INCLUSIVE IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING IN THE NORTH WEST QUARTER OF SECTION 20, AFORESAID, (EXCEPT 5 ACRES IN THE NORTH WEST CORNER OF THE EAST HALF OF SAID TRACT); THENCE WEST ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY, TO ITS INTERSECTION WITH THE EAST LINE OF SOUTH LAFLIN STREET, THENCE SOUTH ALONG THE EAST LINE OF SOUTH LAFLIN STREET, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST WASHBURNE AVENUE NOW VACATED, THENCE SOUTH AND SOUTH EAST AND FOLLOWING THE LINE OF A CUL DE SAC AS CREATED BY PLAT OF DEDICATION DATED DECEMBER 14, 1953 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON DECEMBER 29, 1953, IN BOOK 420 OF PLATS, PAGE 35, AS DOCUMENT NO. 15801452, TO THE INTERSECTION OF SAID CURVING LINE WITH THE WEST LINE OF SOUTH LAFLIN STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH LAFLIN STREET, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE PUBLIC ALLEY AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY, TO A POINT ALONG SAID LINE BEING 16-FEET EAST OF THE NORTH WEST CORNER OF LOT 33, IN BLOCK 4, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG A LINE 16- FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 33, AFORESAID, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST WASHBURNE, AVENUE; THENCE SOUTHERLY TO A POINT ON THE SOUTH LINE OF WEST WASHBURNE AVENUE, BEING 16-FEET EAST OF THE WEST LINE OF LOT 68, IN BLOCK 4, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG A LINE 16- FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 68, IN BLOCK 4, AFORESAID, TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 68; THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 4, BEING 6.46- FEET EAST OF THE NORTH WEST CORNER OF LOT 4, IN THE SUBDIVISION OF LOTS 81 TO 84, INCLUSIVE, IN BLOCK 4, IN SAMPSON AND GREENE'S ADDITION TO CHICAGO AFORESAID; THENCE SOUTH ALONG A LINE 6.46- FEET EAST AND PARALLEL TO THE WEST LINE OF SAID LOT 4, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST 13TH STREET; THENCE SOUTH WESTERLY TO THE NORTH WEST CORNER OF LOT 18, IN BLOCK 5, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 18, TO THE SOUTH WEST CORNER OF SAID LOT 18; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 33, IN BLOCK 5, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 33, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST HASTINGS STREET; THENCE EAST ALONG THE NORTH LINE OF

WEST HASTINGS STREET, TO ITS INTERSECTION WITH A LINE PROJECTED NORTHERLY AND BEING 16-FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 56, IN BLOCK 5, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG SAID LINE LYING 16-FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 56, AFORESAID, TO ITS INTERSECTION WITH THE SOUTH LINE OF A 16-FOOT EAST-AND-WEST PUBLIC ALLEY LYING IMMEDIATELY SOUTH OF WEST HASTINGS STREET; THENCE WEST ALONG THE SOUTH LINE OF THE PUBLIC ALLEY LAST DESCRIBED, TO ITS INTERSECTION WITH A NORTH-AND-SOUTH 16-FOOT PUBLIC ALLEY LYING IMMEDIATELY EAST OF AND PARALLEL TO SOUTH ASHLAND AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID LAST DESCRIBED PUBLIC ALLEY, AND SAID LINE EXTENDED SOUTHERLY, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST STREET; THENCE SOUTH WESTERLY TO A POINT ON THE EAST LINE OF A NORTH-AND-SOUTH 16-FOOT PUBLIC ALLEY, BEING THE NORTH WEST CORNER OF LOT 17, IN GAGE AND OTHERS RESUBDIVISION OF BLOCK 12, IN SAMPSON AND GREENE'S ADDITION AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF SAID LAST DESCRIBED PUBLIC ALLEY TO ITS INTERSECTION WITH THE NORTH LINE OF WEST 15TH STREET; THENCE EAST ALONG THE NORTH LINE OF WEST 15TH STREET TO A POINT ALONG SAID LINE BEING 16-FEET WEST OF THE SOUTH EAST CORNER OF LOT 82, IN GAGE AND OTHERS SUBDIVISION OF BLOCK 12, AFORESAID; THENCE NORTH ALONG A LINE 16-FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 82 AND SAID LINE EXTENDED NORTHERLY TO ITS INTERSECTION WITH THE NORTH LINE OF AN EAST-AND-WEST 16-FOOT PUBLIC ALLEY LYING IMMEDIATELY NORTH OF AND PARALLEL TO WEST 15TH STREET; THENCE EAST ALONG THE NORTH LINE OF SAID LAST DESCRIBED PUBLIC ALLEY, TO ITS INTERSECTION WITH THE SOUTH EAST CORNER OF LOT 49, IN GAGE AND OTHERS SUBDIVISION OF BLOCK 12, AFORESAID; THENCE NORTH ALONG THE EAST LINE OF LOT 49, TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST 14TH PLACE (NOW VACATED); THENCE EAST ALONG THE SOUTH LINE OF VACATED 14TH PLACE, TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH LAFLIN STREET; THENCE NORTH WESTERLY, NORTH AND NORTH EASTERLY; FOLLOWING THE CURVE OF A CUL DE SAC AS CREATED BY PLAT OF DEDICATION DATED DECEMBER 15, 1954, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 10, 1955, AS DOCUMENT NO. 16118576, TO THE INTERSECTION OF SAID CURVE WITH THE CENTER LINE OF SOUTH LAFLIN STREET; THENCE NORTH ALONG THE CENTER LINE OF SOUTH LAFLIN STREET, NOW VACATED, TO ITS INTERSECTION WITH THE CENTER LINE OF WEST 14TH STREET, NOW VACATED; THENCE EAST ALONG THE CENTER LINE OF VACATED WEST 14TH STREET TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH LOOMIS STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH LOOMIS STREET, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST WASHBURNE AVENUE; THENCE WEST ALONG THE NORTH LINE OF WEST WASHBURNE AVENUE, NOW VACATED TO A POINT ON SAID LINE BEING 19- FEET WEST OF THE SOUTH EAST CORNER OF LOT 45, IN BLOCK 3, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE NORTH ALONG A LINE 19- FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 45, TO THE PLACE OF BEGINNING:

EXCLUDING FROM THE FOREGOING DESCRIPTION LOTS 58 TO 61, INCLUSIVE, TOGETHER WITH THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS, IN BLOCK 3 IN SAMPSON AND GREENE'S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13, AND 14, IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

ALSO EXCLUDING FROM THE FOREGOING DESCRIPTION LOTS 51 TO 57 INCLUSIVE, IN BLOCK 3 OF SAMPSON AND GREENE'S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13, AND 14, IN SAMPSON AND GREENE'S ADDITION TO CHICAGO AFORESAID, AND THE NORTH 4 FEET OF THE EAST-WEST VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 51 TO 57 INCLUSIVE AFORESAID DESCRIBED.

PARCEL 2:

LOT 3 (EXCEPT THE EAST 9.545-FEET THEREOF) IN THE SUBDIVISION OF LOTS 81 TO 84, INCLUSIVE, IN BLOCK 4, IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 83 THROUGH 90 IN GAGE & OTHERS SUBDIVISION OF BLOCK 12 IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

LANDLORD WILL REQUEST THAT CERTAIN PUBLIC ALLEYS AND RIGHT OF WAYS ADJACENT TO PORTIONS OF THE REAL ESTATE BE VACATED BY THE CITY OF CHICAGO. UPON APPROVAL OF LANDLORD'S VACATION APPLICATION BY THE CITY OF CHICAGO CITY COUNCIL, THE FOLLOWING PUBLIC ALLEYS AND RIGHT OF WAYS WILL BECOME PART OF THE CHICAGO HOUSING AUTHORITY REAL ESTATE:

(CHICAGO HOUSING AUTHORITY PORTION OF SOUTH LAFLIN STREET TO BE VACATED)

THAT PART OF S. LAFLIN STREET, BEING PART OF SAMPSON & GREENE'S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREENE'S ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 2, 1853 AS DOCUMENT 44592, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WASIBURNE AVENUE WITH THE WEST LINE OF SAID S. LAFLIN STREET; THENCE SOUTH 01 DEGREE 37 MINUTES 37 SECONDS EAST ALONG SAID WEST LINE, 73.63 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID S. LAFLIN STREET, BEING A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 69.00 FEET, A CHORD BEARING OF NORTH 66 DEGREES 34 MINUTES 23 SECONDS EAST, A CHORD LENGTH OF 128.13 FEET, AN ARC LENGTH OF 269.28 FEET TO A POINT OF TANGENCY; THENCE NORTH 45 DEGREES 13 MINUTES 37 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, BEING ALONG THE EASTERLY LINE OF SAID SOUTH LAFLIN STREET, 36.22 FEET TO THE SOUTH LINE OF SAID WEST WASHBURNE AVENUE; THENCE SOUTH 88 DEGREES 15 MINUTES 47 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 93.99 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.)

ALSO,

(CHICAGO HOUSING AUTHORITY PORTION OF WEST HASTINGS AND ALLEYS LYING SOUTH OF WEST HASTINGS STREET TO BE VACATED)

THAT PART OF SAMPSON & GREEN'S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREEN'S ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 2, 1853 AS DOCUMENT 44592, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 67 IN SAID BLOCK 5 OF SAID SAMPSON & GREEN'S S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREEN'S ADDITION TO CHICAGO; THENCE NORTH 01 DEGREE 41 MINUTES 41 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67, A DISTANCE OF 33.00 FEET TO THE CENTERLINE OF W. HASTINGS STREET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 17 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 273.42 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE PUBLIC ALLEY AS DEDICATED BY DOCUMENT 15801452; THENCE SOUTH 01 DEGREE 37 MINUTES 04 SECONDS EAST ALONG SAID NORTHERLY EXTENSION AND ALONG SAID CENTERLINE AND ALONG THE SOUTHERLY EXTENSION OF SAID CENTERLINE, 165.25 FEET TO THE CENTERLINE OF THE PUBLIC ALLEY LYING NORTH OF LOTS 84 THROUGH 95, INCLUSIVE, IN SAID BLOCK 5; THENCE SOUTH 88 DEGREES 17 MINUTES 51 SECONDS WEST ALONG SAID CENTERLINE, 273.20 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67 IN SAID BLOCK 5; THENCE SOUTH 01 DEGREE 41 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION, 8.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 84 IN SAID BLOCK 5; THENCE NORTH 88 DEGREES 17 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF LOTS 84 THROUGH 95, INCLUSIVE, IN SAID BLOCK 5, A DISTANCE OF 281.18 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE PUBLIC ALLEY AS DEDICATED BY DOCUMENT 15801452; THENCE NORTH 01 DEGREE 37 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID EAST LINE AND ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE, 206.25 FEET TO THE NORTH LINE OF W. HASTINGS STREET; THENCE SOUTH 88 DEGREES 17 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 281.46 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67 IN SAID BLOCK 5; THENCE SOUTH 01 DEGREE 41 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY EXTENSION, 33.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF THE LEASEHOLD ESTATE

A TRACT OF LAND LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, AND LYING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST WASHBURNE AVENUE, BEING 16- FEET EAST OF THE WEST LINE OF LOT 68, IN BLOCK 4, IN SAMPSON AND GREENE'S SUBDIVISION OF BLOCKS 2 TO 6, INCLUSIVE AND 11 TO 14, INCLUSIVE IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, BEING IN THE NORTH WEST QUARTER OF SECTION 20, AFORESAID; THENCE SOUTH ALONG A LINE 16- FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 68, IN BLOCK 4, AFORESAID, TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 68; THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 4, BEING 6.46- FEET EAST OF THE NORTH WEST CORNER OF LOT 4, IN THE SUBDIVISION OF LOTS 81 TO 84, INCLUSIVE, IN BLOCK 4, IN SAMPSON AND GREENE'S ADDITION TO CHICAGO AFORESAID; THENCE SOUTH ALONG A LINE 6.46- FEET EAST AND PARALLEL TO THE WEST LINE OF SAID LOT 4, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST 13TH STREET; THENCE SOUTH WESTERLY TO THE NORTH WEST CORNER OF LOT 18, IN BLOCK 5, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 18, TO THE SOUTH WEST CORNER OF SAID LOT 18; THENCE SOUTH TO THE NORTH WEST CORNER OF LOT 33, IN BLOCK 5, IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 33, TO ITS INTERSECTION WITH THE NORTH LINE OF WEST HASTINGS STREET; THENCE EAST ALONG THE NORTH LINE OF WEST HASTINGS STREET, TO ITS INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 67 IN BLOCK 5 IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION TO A LINE PARALLEL WITH AND 16.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID WEST HASTINGS STREET; THENCE EAST ALONG SAID PARALLEL LINE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 4 FEET OF LOT 65 IN BLOCK 5 IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND ALONG SAID EAST LINE OF THE WEST 4 FEET AND ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE TO THE SOUTH LINE OF THE PUBLIC ALLEY LYING NORTH OF LOTS 84 THROUGH 86, IN SAID BLOCK 5; THENCE WEST ALONG SOUTH LINE OF SAID PUBLIC ALLEY TO ITS INTERSECTION WITH A NORTH-AND-SOUTH 16-FOOT PUBLIC ALLEY LYING IMMEDIATELY EAST OF AND PARALLEL TO SOUTH ASHLAND AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID LAST DESCRIBED PUBLIC ALLEY TO ITS INTERSECTION WITH THE NORTH LINE OF WEST 14TH STREET; THENCE SOUTH WESTERLY TO A POINT ON THE EAST LINE OF A NORTH-AND-SOUTH 16-FOOT PUBLIC ALLEY, BEING THE NORTHWEST CORNER OF LOT 17, IN GAGE AND OTHERS RESUBDIVISION OF BLOCK 12, IN SAMPSON AND GREENE'S ADDITION AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF SAID LAST DESCRIBED PUBLIC ALLEY TO A POINT THAT IS 104.11 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 62 IN SAID GAGE AND OTHERS SUBDIVISION OF BLOCK 12; THENCE EAST TO A POINT ON THE EAST LINE OF LOT 49, IN GAGE AND OTHERS SUBDIVISION OF BLOCK 12, AFORESAID SAID POINT BEING 104.57 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 49; THENCE NORTH ALONG THE EAST LINE OF LOT 49, TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST 14TH PLACE (NOW VACATED);

THENCE EAST ALONG THE SOUTH LINE OF VACATED 14TH PLACE, TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH LAFLIN STREET; THENCE NORTH WESTERLY, NORTH AND NORTH EASTERLY; FOLLOWING THE CURVE OF A CUL DE SAC AS CREATED BY PLAT OF DEDICATION DATED DECEMBER 15, 1954, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 10, 1955, AS DOCUMENT NO. 16118576, TO THE INTERSECTION OF SAID CURVE WITH THE CENTER LINE OF SOUTH LAFLIN STREET; THENCE NORTH ALONG THE CENTER LINE OF SOUTH LAFLIN STREET, NOW VACATED, TO ITS INTERSECTION WITH THE CENTER LINE OF WEST 14TH STREET, NOW VACATED; THENCE EAST ALONG THE CENTER LINE OF VACATED WEST 14TH STREET TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH LOOMIS STREET; THENCE NORTH ALONG THE WEST LINE OF SOUTH LOOMIS STREET, TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST HASTINGS STREET; THENCE WEST ALONG THE SOUTH LINE OF WEST HASTINGS STREET, NOW VACATED 264.63 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID WEST HASTINGS STREET THAT IS 264.63 FEET WEST OF THE WEST LINE OF SAID SOUTH LOOMIS STREET; THENCE NORTH TO A POINT ON THE SOUTH LINE OF WEST 13TH STREET THAT IS 264.67 FEET WEST OF THE WEST LINE OF SAID SOUTH LOOMIS STREET; THENCE NORTHWEST TO THE SOUTHWEST CORNER OF THE EAST 15 FEET OF LOT 89, IN BLOCK 3 IN SAMPSON & GREENE'S SUBDIVISION AFORESAID; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 15 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH TO A POINT ON THE SOUTH LINE OF W. WASHBURNE AVENUE, NOW VACATED, SAID POINT BEING 15 FEET WEST OF THE NORTHWEST CORNER OF LOT 61 IN BLOCK 3 IN SAMPSON AND GREENE'S SUBDIVISION AFORESAID AS MONUMENTED; THENCE WEST ON THE SOUTH LINE OF SAID W. WASHBURNE AVENUE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

(EXCEPT THEREFROM LOTS 57 THROUGH 65 IN BLOCK 5 IN SAMPSON AND GREENE'S SUBDIVISION, AFORESAID;

ALSO, LANDLORD WILL REQUEST THAT CERTAIN PUBLIC ALLEYS AND RIGHT OF WAYS ADJACENT TO PORTIONS OF THE LEASEHOLD ESTATE BE VACATED BY THE CITY OF CHICAGO. UPON APPROVAL OF LANDLORD'S VACATION APPLICATION BY THE CITY OF CHICAGO CITY COUNCIL, THE FOLLOWING PUBLIC ALLEYS AND RIGHT OF WAYS WILL BECOME PART OF THE LEASEHOLD ESTATE:

(CHICAGO HOUSING AUTHORITY PORTION OF SOUTH LAFLIN STREET TO BE VACATED)

THAT PART OF S. LAFLIN STREET, BEING PART OF SAMPSON & GREEN'S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREEN'S ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 2, 1853 AS DOCUMENT 44592, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WASHBURNE AVENUE WITH THE WEST LINE OF SAID S. LAFLIN STREET; THENCE SOUTH 01 DEGREE 37 MINUTES 37 SECONDS EAST ALONG SAID WEST LINE, 73.63 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID S. LAFLIN STREET, BEING A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 69.00 FEET, A CHORD BEARING OF NORTH 66 DEGREES 34 MINUTES 23 SECONDS EAST, A CHORD LENGTH OF 128.13 FEET, AN ARC LENGTH OF 269.28 FEET TO A POINT

OF TANGENCY; THENCE NORTH 45 DEGREES 13 MINUTES 37 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, BEING ALONG THE EASTERLY LINE OF SAID SOUTH LAFLIN STREET, 36.22 FEET TO THE SOUTH LINE OF SAID WEST WASHBURNE AVENUE; THENCE SOUTH 88 DEGREES 15 MINUTES 47 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 93.99 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.)

ALSO,

(CHICAGO HOUSING AUTHORITY PORTION OF WEST HASTINGS AND ALLEYS LYING SOUTH OF WEST HASTINGS STREET TO BE VACATED)

THAT PART OF SAMPSON & GREEN'S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREEN'S ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 2, 1853 AS DOCUMENT 44592, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 67 IN SAID BLOCK 5 OF SAID SAMPSON & GREEN'S S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREEN'S ADDITION TO CHICAGO; THENCE NORTH 01 DEGREE 41 MINUTES 41 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67, A DISTANCE OF 33.00 FEET TO THE CENTERLINE OF W. HASTINGS STREET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 17 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 273.42 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE PUBLIC ALLEY AS DEDICATED BY DOCUMENT 15801452; THENCE SOUTH 01 DEGREE 37 MINUTES 04 SECONDS EAST ALONG SAID NORTHERLY EXTENSION AND ALONG SAID CENTERLINE AND ALONG THE SOUTHERLY EXTENSION OF SAID CENTERLINE, 165.25 FEET TO THE CENTERLINE OF THE PUBLIC ALLEY LYING NORTH OF LOTS 84 THROUGH 95, INCLUSIVE, IN SAID BLOCK 5; THENCE SOUTH 88 DEGREES 17 MINUTES 51 SECONDS WEST ALONG SAID CENTERLINE, 273.20 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67 IN SAID BLOCK 5; THENCE SOUTH 01 DEGREE 41 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION, 8.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 84 IN SAID BLOCK 5; THENCE NORTH 88 DEGREES 17 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF LOTS 84 THROUGH 95, INCLUSIVE, IN SAID BLOCK 5, A DISTANCE OF 281.18 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE PUBLIC ALLEY AS DEDICATED BY DOCUMENT 15801452; THENCE NORTH 01 DEGREE 37 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID EAST LINE AND ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE, 206.25 FEET TO THE NORTH LINE OF W. HASTINGS STREET; THENCE SOUTH 88 DEGREES 17 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 281.46 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67 IN SAID BLOCK 5; THENCE SOUTH 01 DEGREE 41 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY EXTENSION, 33.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

ALSO,

(WEST HASTINGS OWNER LLC PORTION OF WEST HASTINGS AND ALLEYS LYING SOUTH OF WEST HASTINGS STREET TO BE VACATED)

THAT PART OF SAMPSON & GREEN'S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREEN'S ADDITION TO CHICAGO IN THE NORTHWEST QUARTER OF

SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 2, 1853 AS DOCUMENT 44592, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 67 IN SAID BLOCK 5 OF SAID SAMPSON & GREEN'S S SUBDIVISION OF BLOCKS 2, 3, 4, 5, 6, 11, 12, 13 AND 14 IN SAMPSON & GREEN'S ADDITION TO CHICAGO; THENCE NORTH 01 DEGREE 41 MINUTES 41 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67, A DISTANCE OF 33.00 FEET TO THE CENTERLINE OF W. HASTINGS STREET; THENCE NORTH 88 DEGREES 17 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 273.42 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE PUBLIC ALLEY AS DEDICATED BY DOCUMENT 15801452; THENCE SOUTH 01 DEGREE 37 MINUTES 04 SECONDS EAST ALONG SAID NORTHERLY EXTENSION AND ALONG SAID CENTERLINE AND ALONG THE SOUTHERLY EXTENSION OF SAID CENTERLINE, 165.25 FEET TO THE CENTERLINE OF THE PUBLIC ALLEY LYING NORTH OF LOTS 84 THROUGH 95, INCLUSIVE, IN SAID BLOCK 5; THENCE SOUTH 88 DEGREES 17 MINUTES 51 SECONDS WEST ALONG SAID CENTERLINE, 273.20 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 67 IN SAID BLOCK 5; THENCE NORTH 01 DEGREE 41 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION, 8.00 FEET TO THE SOUTHWEST CORNER OF LOT 67 IN SAID BLOCK 5, SAID SOUTHWEST CORNER BEING ON THE NORTH LINE OF THE PUBLIC ALLEY LYING SOUTH OF LOTS 57 THROUGH 67 INCLUSIVE IN SAID BLOCK 5; THENCE NORTH 88 DEGREES 17 MINUTES 51 SECONDS EAST ALONG SAID NORTH LINE, 265.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 57; THENCE NORTH 01 DEGREE 37 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 57, A DISTANCE OF 124.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 57; THENCE SOUTH 88 DEGREES 17 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF LOTS 57 THROUGH 67, INCLUSIVE, IN SAID BLOCK 5, A DISTANCE OF 265.37 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.)

EXHIBIT C

PERMITTED EXCEPTIONS

1. General Real Estate Taxes not yet due and payable.
2. Rights of Public and Quasi-Public utilities for maintenance of utility facilities.
3. Exceptions listed on ALTA Loan Policy of Title Insurance Policy Number CCH12201354LD issued by Chicago Title Insurance Company to Chicago Housing Authority as to Parcels 1,2 and 3 as follows:
 1. Easement in favor of Bell Telephone Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the Provisions Relating Thereto Contained in the grant recorded/filed as Document No. 21972695, affecting the property described on the plat attached to said document.
 2. Easement in favor of Illinois Bell Telephone Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 19756904, affecting a strip of property as shown on the plat attached to said document.
 3. Easement in favor of the Illinois Bell Telephone Company also known as Ameritech Illinois, an Illinois Corporation and the Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 99786466, affecting the property as set forth in said document.
 4. Easement for the purpose of right of way for ingress and egress for pedestrian traffic and utility access recorded or filed in grant from the Chicago Housing Authority T Mennonite Board of Missions and charities December 30, 1953 as Document No. 15802198 affecting the following portion of the Property: the South half of vacated West 14TH place North and adjoining Lots 46, 47 and 48 in Gage and Others Resubdivision of Block 12 in Sampson and Greene's addition to Chicago and the terms and provisions contained therein.
 5. Terms, powers, provisions and conditions contained in ordinance recorded as document 87191374 by City Council of the City of Chicago Amending the Ordinance Designating Enterprise Zone I.
 6. Easement in favor of Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the

provisions relating thereto contained in the grant recorded/filed as Document No. 15431857, affecting the following portion of the Property: that part of the property falling in the East and Southeasterly 1/2 of North and South and Northeasterly and Southwesterly public alley lying Northwesterly and West of and adjoining Lots 41 to 44 and 45 in Block 9 in Samson's Subdivision.

7. Easement in favor of Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 15868327, affecting the property shown in Exhibit B attached to said document.
8. Easement in favor of Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 16127065, affecting the following portion of the Property: the North 1/2 of West 14TH street, 66 feet wide lying South of and adjoining Lots 84 to 100 in Block 5 South of and adjoining Lots 76 to 100 in Block 6, South of and Adjoining Vacated South Laflin Street which lies between said Blocks 5 and 6 all in Samson and Greene's Subdivision of Blocks 2,3,4,5,6,11,12,13 and 14 in Samson and Greene's addition to Chicago Aforesaid; and East of a straight line drawn from the Southwest corner of Said Lot 84 in Block 5 in Samson and Greene's Subdivision aforesaid to the Northwest corner of Said Lot 17 in Gage an Others Resubdivision of Block 12 in Samson and Greene's Addition.
9. Easement in favor of Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 16740813 and filed as document LR1704528, affecting the property shown in Exhibit A attached to said document.
10. Easement in favor of Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 19293927, affecting the property shown on the plat attached to said document.
11. Reservation of rights of way 20 feet wide being 10 Feet on Each Side of the Center Lines of West Washburne Avenue, West 13TH Street, West Hastings Street, West 14TH place and South Laflin Street (herein vacated) for existing sewers and for installation of any additional sewers or other municipal service facilities now located or which may be enacted on said property and for the maintenance and reconstruction of said facilities as contained in Ordinance Document 15801433 recorded December 29, 1953.
12. Reservation of rights of way, by the City of Chicago, 66 feet in width for existing sewers and water mains and for the installation of any additional sewers, water mains or other municipality-

owned service facilities now located or which in the future may be located in the parts of West 14TH street and South Laflin Avenue vacated by Ordinance Document 16118577 recorded January 10, 1955 and for the maintenance, renewal and reconstruction of said facilities.

13. Reservation by the City of Chicago of rights of way in the South 30 feet of the North 41 feet of those parts of West 13TH street and West Hastings and in the part of the South 16 feet of the North 41 feet of that part of West 14TH place vacated by Ordinance Document 15342620 for an existing sewer and for the installation of any additional sewers, water mains or other municipal service facilities now located upon said streets and for the maintenance, renewal and reconstruction of such facilities as contained in Ordinance Document 15342620 recorded May 15, 1952
14. Perpetual easement for sewers and water granted by the Chicago Housing Authority to the City of Chicago as shown by the following Plats all dated April 21, 1955, and recorded February 21, 1956, as documents 16501123, 16501124 and 16501125.
15. Easement in favor of the City of Chicago, and its/their respective successors and assigns, to install,
operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 17021313, affecting the property described in tracts 1-4 in said document and coinciding with a reservation of easement to the City of Chicago described in the ordinance.
16. Easement in favor of the City of Chicago, and its/their respective successors and assigns, to install,
operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 16501124, affecting the property as set forth in said document (affects the Property and other property).
17. Easement in favor of Peoples Gas Light and Coke Company and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 15642919, a strip of Land 10 feet in width the center line of which is 24 feet North of and part of the South Lot Line of West 13TH street (before vacated) extending from the West Lot Line of South Loomis Street in a Westerly Direction to a point 138 feet West of the West Lot line of South Loomis Street, all of which lies in the East 1/2 of the Northwest Quarter of the Northwest Quarter of Section 20.
18. Easement in favor of Peoples Gas Light and Coke Company and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 1600158, affecting the following portion of the Property: a strip of Land 59 feet wide, the center line of which is 34.5 feet South of the North Line of West Washburne Avenue (a vacated street) extending from a line 147.6 feet East of and parallel to the East Line of South Ashland Avenue

to a line 193.08 feet East of and parallel to the East Line of South Ashland Avenue; a strip of Land 42 feet wide, the center of which is 26 feet South of the North Line of West Washburne Avenue (a vacated street) extending from a line 193.08 feet East of and parallel to the East Line of South Ashland Avenue to a line 226.58 feet East of and parallel to the East Line of South Ashland Avenue; a strip of Land 59 feet wide, the center line of which is 34.5 feet South of the North Line of West Washburne Avenue (a vacated street) extending from a line 226.58 feet East of and parallel to the East Line of South Ashland Avenue to the West Line of South Laflin Street; a strip of Land 59 feet wide the center line of which is 34.5 feet South of the North Line of West Washburne Avenue (a vacated street) extending from the East Line of South Laflin Street to 150.01 feet East of the Line of South Laflin Street; a strip of Land 10 feet wide, the center line of which is 26 feet North of the South Line of West Washburne Avenue (a vacated street) extending 185 feet West of the West Line of South Loomis Street; a Strip of Land 30 feet wide, the center Lin of which is 20 feet South of the North Line of West Washburne Avenue (a vacated street) extending from 150.01 feet East pf the East line of South Laflin Street to the West Line of South Loomis Street.

19. Easement in favor of Peoples Gas Light and Coke Company and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Property and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 16098499, affecting the following portion of the Property: a strip of Land 20 feet wide the center line of which is 21 feet South of and parallel to the North Line of West 14TH street (a vacated street) extending 694.4 feet from the west line of South Loomis Street to 30 feet West of the west line of South Laflin Street; a strip of Land 20 feet wide the centerline of which is 40 feet West of and parallel to the West Line of South Laflin Street, extending 42 feet from 11 feet South of the North Line of West 14TH street to 13 feet North of the South Line of West 14TH street; a strip of Land 20 feet wide the centerline of which is 23 feet North of and parallel to the South Line of West 14TH street, extending 368.3 feet from 50 feet West of the West Line of south Laflin Street, to 418.3 feet West of the West Line of South Laflin Street.

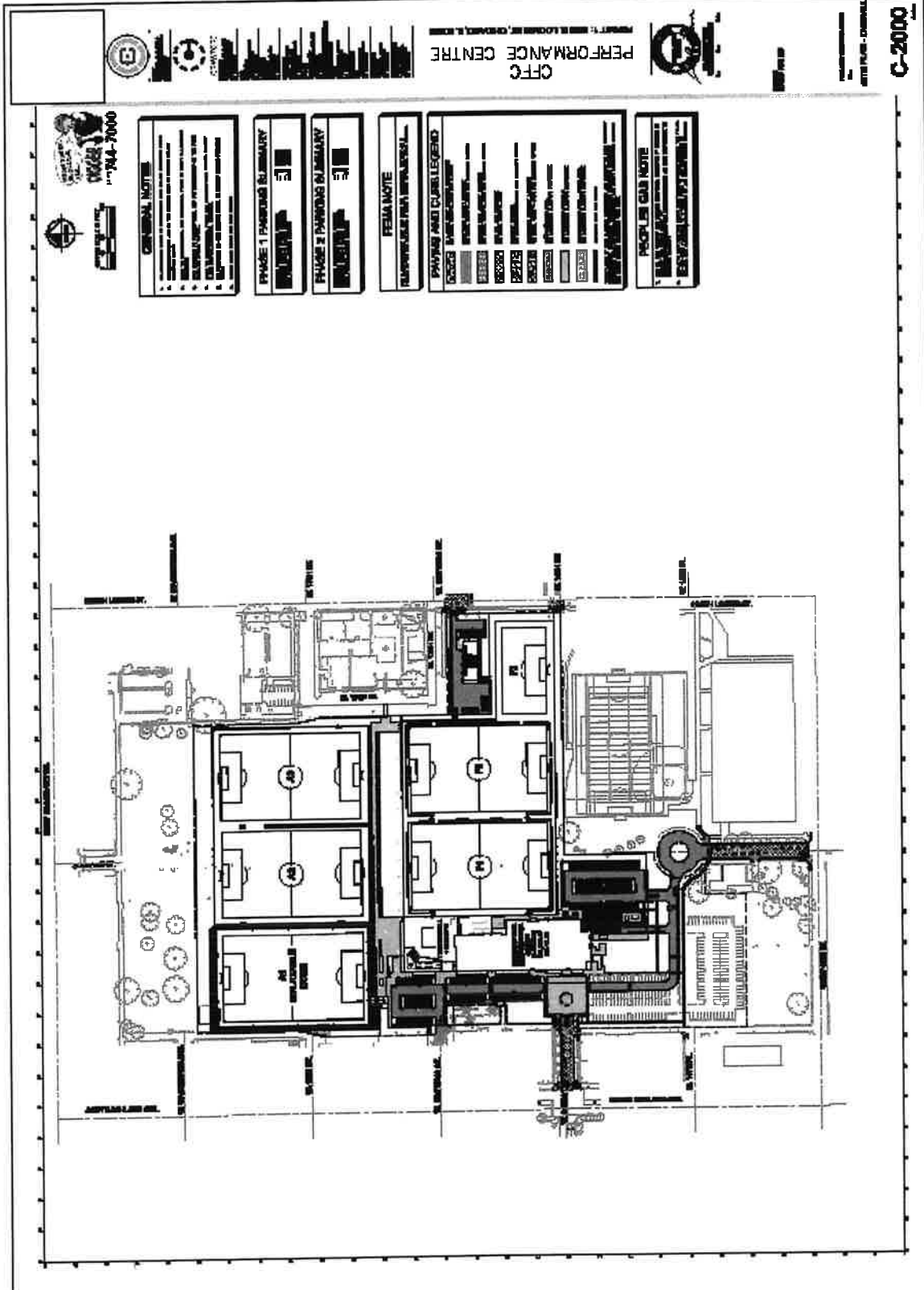
EXHIBIT D
TENANT IMPROVEMENTS



CHICAGO FIRE FC PERFORMANCE CENTRE
ISSUED FOR BID 12/29/2022



Chicago Fire Football Club
Performance Centre, 202 W. 14th Street
Rialto Center, D33 S. Lisle Road
Downers Grove, Illinois 60155



0000-7000

GENERAL NOTE
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

PHASE 1 PARKING SUMMARY
 5

PHASE 2 PARKING SUMMARY
 5

FIELD NOTE
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

PAVING AND CURB LEGEND
 1. ASPHALT PAVING
 2. CONCRETE PAVING
 3. CURB
 4. SAND
 5. GRAVEL
 6. STONE
 7. BRICK
 8. TILE
 9. MARBLE
 10. GRANITE

PEOPLE GEAR NOTE
 1. ALL PEOPLE GEAR SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.



PROJECT: CFC PERFORMANCE CENTRE
 ARCHITECT: J. J. JOHNSON & ASSOCIATES, INC.



0000-7000

ATTACHED - GENERAL
C-2000



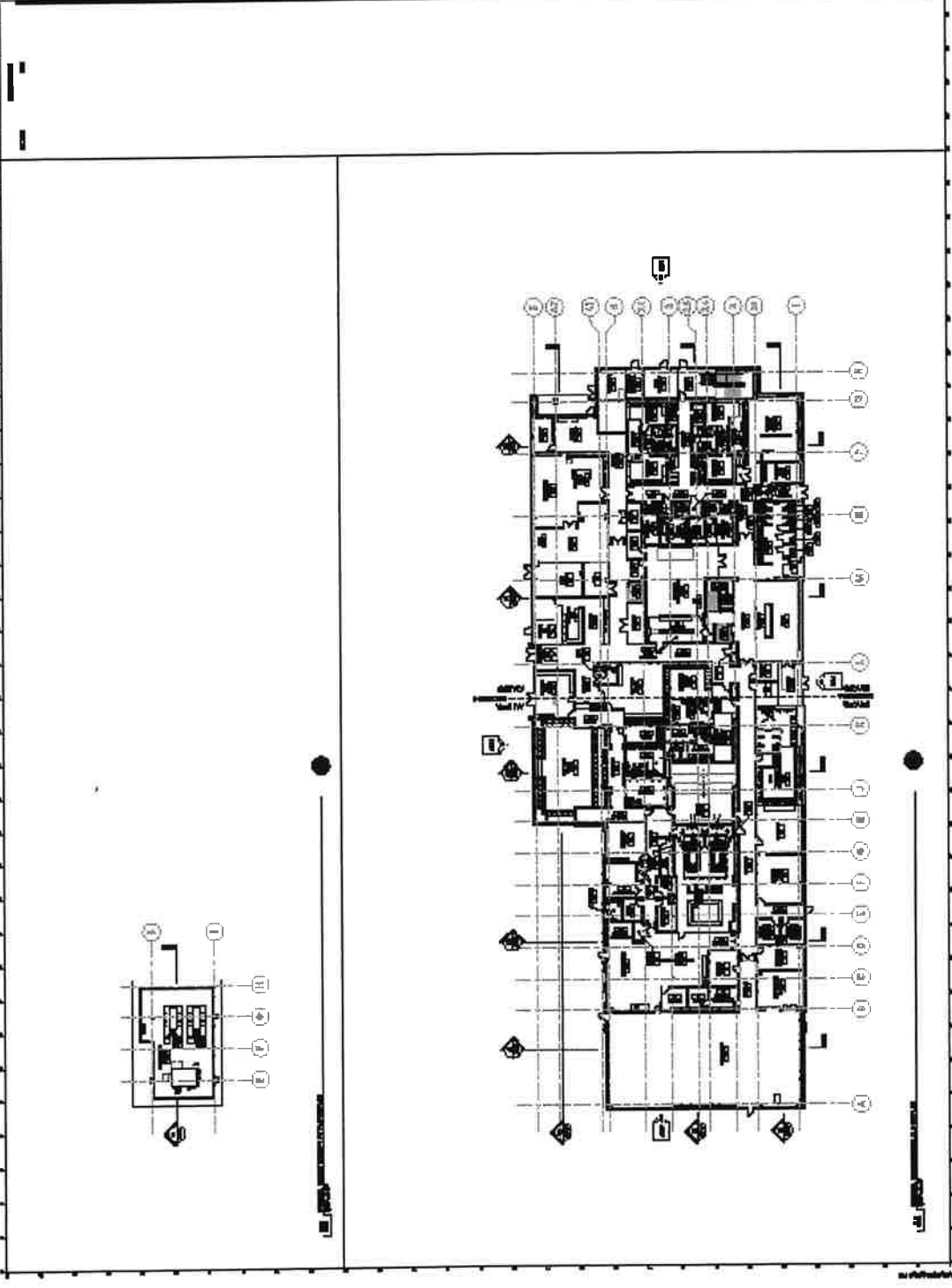
PERFORMANCE CENTRE
CFC
RESEARCH, DESIGN, CONSTRUCTION & OPERATIONS



ARCHITECT

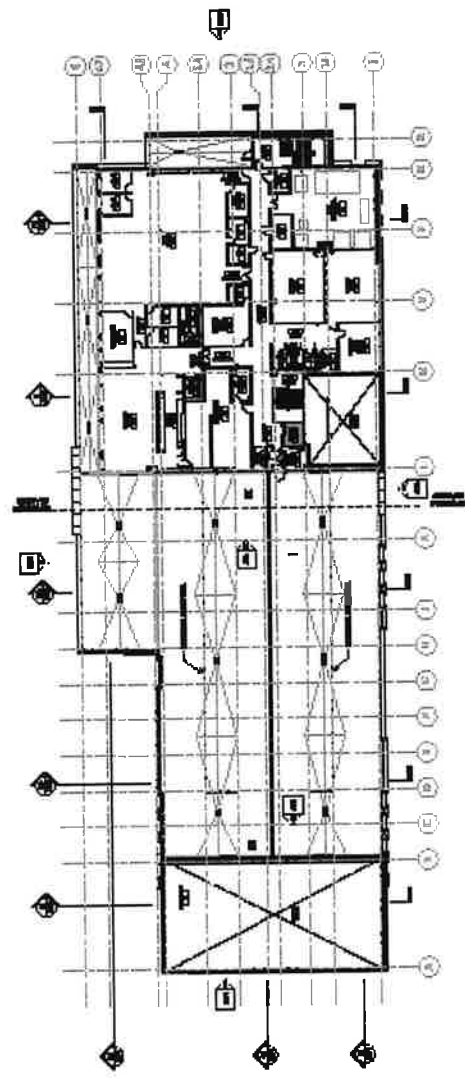
UNIVERSITY OF QUEENSLAND
ARCHITECTURE
PLAN

A101





DATE: 10/10/10



1:100

EXHIBIT E

LEASE RENT SCHEDULE

Initial Term of the Ground Lease

Lease Year (Initial Term)	Ground Rent Reset Year	Annual Ground Rent	Rent Allowance
1.	no	\$1,000,000 (Ground Rent) - \$250,000 (Rent Allowance Amount) - \$250,000 (Good Faith Payment) = \$500,000 ¹	
2.	No	\$1,000,000 x (1+CPI)	- \$250,000
3.	No	Lease Year 2 Annual Ground Rent x (1+CPI)	- \$250,000
4.	No	Lease Year 3 Annual Ground Rent x (1+CPI)	- \$250,000
5.	No	Lease Year 4 Annual Ground Rent x (1+CPI)	- \$250,000
6.	No	Lease Year 5 Annual Ground Rent x (1+CPI)	- \$250,000
7.	No	Lease Year 6 Annual Ground Rent x (1+CPI)	- \$250,000
8.	No	Lease Year 7 Annual Ground Rent x (1+CPI)	- \$250,000
9.	No	Lease Year 8 Annual Ground Rent x (1+CPI)	- \$250,000
10.	No	Lease Year 9 Annual Ground Rent x (1+CPI)	- \$250,000
11.	No	Lease Year 10 Annual Ground Rent x (1+CPI)	- \$250,000
12.	No	Lease Year 11 Annual Ground Rent x (1+CPI)	- \$250,000
13.	No	Lease Year 12 Annual Ground Rent x (1+CPI)	- \$250,000
14.	No	Lease Year 13 Annual Ground Rent x (1+CPI)	- \$250,000
15.	No	Lease Year 14 Annual Ground Rent x (1+CPI)	- \$250,000
16.	No	Lease Year 15 Annual Ground Rent x (1+CPI)	- \$250,000
17.	No	Lease Year 16 Annual Ground Rent x (1+CPI)	- \$250,000
18.	No	Lease Year 17 Annual Ground Rent x (1+CPI)	- \$250,000
19.	No	Lease Year 18 Annual Ground Rent x (1+CPI)	- \$250,000
20.	No	Lease Year 19 Annual Ground Rent x (1+CPI)	- \$250,000
21.	Yes, Ground Rent Reset Year	Appraised Ground Rent - \$250,000 (Rent Allowance Amount)	
22.	No	Lease Year 21 Reset Amount x (1+CPI)	- \$250,000
23.	No	Lease Year 22 Annual Ground Rent x (1+CPI)	- \$250,000
24.	No	Lease Year 23 Annual Ground Rent x (1+CPI)	- \$250,000
25.	No	Lease Year 24 Annual Ground Rent x (1+CPI)	- \$250,000
26.	No	Lease Year 25 Annual Ground Rent x (1+CPI)	- \$250,000
27.	No	Lease Year 26 Annual Ground Rent x (1+CPI)	- \$250,000

¹ The Rent Allowance Amount and the total number of Lease Years against which it will be applied are subject to adjustment as described in the Term Sheet. The annual Rent Allowance Amount will not exceed \$250,000, and it will not be applied after Lease Year 30. If the Rent Allowance Amount is subject to adjustment as described in the Term Sheet, it may expire prior to Lease Year 30.

Lease Year (Initial Term)	Ground Rent Reset Year	Annual Ground Rent	Rent Allowance
28.	No	Lease Year 27 Annual Ground Rent x (1+CPI)	- \$250,000
29.	No	Lease Year 28 Annual Ground Rent x (1+CPI)	- \$250,000
30.	No	Lease Year 29 Annual Ground Rent x (1+CPI)	- \$250,000
31.	Yes, Ground Rent Reset Year	Appraised Ground Rent	
32.	No	Lease Year 32 Reset Amount x (1+CPI)	
33.	No	Lease Year 33 Reset Amount x (1+CPI)	
34.	No	Lease Year 34 Reset Amount x (1+CPI)	
35.	No	Lease Year 35 Reset Amount x (1+CPI)	
36.	No	Lease Year 36 Reset Amount x (1+CPI)	
37.	No	Lease Year 37 Reset Amount x (1+CPI)	
38.	No	Lease Year 38 Reset Amount x (1+CPI)	
39.	No	Lease Year 39 Reset Amount x (1+CPI)	
40.	No	Lease Year 40 Reset Amount x (1+CPI)	
41.	No	Lease Year 41 Resct Amount x (1+CPI)	

First Renewal Term of the Ground Lease, if exercised by Tenant

Lease Year 1 st Renewal Term, if exercised by Tenant	Ground Rent Reset Year	Annual Amount of Ground Rent
1.	Yes, Ground Rent Reset Year	Appraised Ground Rent
2.	No	1 st Renewal Term Lease Year 1 Ground Rent x (1+CPI)
3.	No	1 st Renewal Term Lease Year 2 Ground Rent x (1+CPI)
4.	No	1 st Renewal Term Lease Year 3 Ground Rent x (1+CPI)
5.	No	1 st Renewal Term Lease Year 4 Ground Rent x (1+CPI)
6.	No	1 st Renewal Term Lease Year 5 Ground Rent x (1+CPI)
7.	No	1 st Renewal Term Lease Year 6 Ground Rent x (1+CPI)
8.	No	1 st Renewal Term Lease Year 7 Ground Rent x (1+CPI)
9.	No	1 st Renewal Term Lease Year 8 Ground Rent x (1+CPI)
10.	No	1 st Renewal Term Lease Year 9 Ground Rent x (1+CPI)

Second Renewal Term of the Ground Lease, if exercised by Tenant

Lease Year 2 nd Renewal Term, if exercised by Tenant	Ground Rent Reset Year	Annual Amount of Ground Rent
1.	Yes, Ground Rent Reset Year	Appraised Ground Rent
2.	No	2 nd Renewal Term Lease Year 1 Ground Rent x (1+CPI)
3.	No	2 nd Renewal Term Lease Year 2 Ground Rent x (1+CPI)
4.	No	2 nd Renewal Term Lease Year 3 Ground Rent x (1+CPI)
5.	No	2 nd Renewal Term Lease Year 4 Ground Rent x (1+CPI)
6.	No	2 nd Renewal Term Lease Year 5 Ground Rent x (1+CPI)
7.	No	2 nd Renewal Term Lease Year 6 Ground Rent x (1+CPI)
8.	No	2 nd Renewal Term Lease Year 7 Ground Rent x (1+CPI)
9.	No	2 nd Renewal Term Lease Year 8 Ground Rent x (1+CPI)
10.	No	2 nd Renewal Term Lease Year 9 Ground Rent x (1+CPI)

EXHIBIT F

INSURANCE REQUIREMENTS

The Tenant must procure and maintain at all times during the term of this Lease the types of insurance specified below in order to protect the Landlord from the acts, omissions and negligence of the Tenant, its officers, officials, contractors, subcontractors, joint venture partners, agents or employees. The insurance carriers used by the Tenant must be authorized to conduct business in the State of Illinois and shall have an A.M. BEST rating of not less than "A:VII". The insurance provided shall cover all operations under this Lease, whether performed by the Tenant, its contractors or subcontractors. For purposes of this Exhibit F, the term "General Contractor" shall mean the person or business entity hired by Tenant to perform general contracting services in connection with construction work on the Property.

I. CONSTRUCTION INSURANCE REQUIREMENTS

The Tenant must procure and maintain, or cause its General Contractor and/or subcontractors to procure and maintain, at all times during Tenant's construction on the Property the types of insurance specified below. The insurance carriers must be authorized to conduct business in the State of Illinois and shall have an A.M. BEST rating of not less than "A:VII". The insurance provided shall cover all construction under the Lease, whether performed by Tenant, its General Contractor or by its subcontractors.

A. Required Insurance Coverages for Owner:

1. **Builder's Risk.** All Risk Builder's Risk Insurance policy covering new construction, improvements, betterments, and/or repairs, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project shall be provided by the General Contractor or, if there is no General Contractor, by Tenant.
2. **General Liability Insurance.** General Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. The Landlord is to be endorsed as an additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Landlord.
3. **Automobile Liability Insurance.** When any motor vehicle (owned, non-owned and/or hired) is used in connection with the construction to be performed for the Property, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage shall be provided. The Landlord is to be endorsed as additional

insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Landlord.

4. **Workers Compensation and Employer's Liability Insurance.** Workers Compensation and Employer's Liability Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
5. **Professional Liability (Errors & Omissions).** The Tenant shall require any architects and engineers of record, construction manager, property manager, security companies and/or other professional consultants who perform work in connection with the construction to provide Professional Liability Insurance. Such insurance covering acts, errors or omissions of architects and engineers of record, and the construction manager shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance covering acts, errors or omissions of the property manager, security companies and/or other professional consultants shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of construction under this Lease. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Required Insurance Coverages for the General Contractor:

1. **General Liability Insurance.** Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Project aggregate of not less than Two Million Dollars (\$2,000,000). Included without limitation, the following coverages: Property/Operations, including deletion of explosion, collapse and underground (XCU) exclusions; Independent Contractors' Protective Liability; Broad Form Contractual Liability, specifically referring to the indemnity obligations under and pursuant to this Lease, subject to the standard industry terms, conditions and exclusions of the policy; Broad Form Property Damage, including Products/Completed Operations; Personal Injury Liability, with employee and contractual exclusions deleted. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. The Landlord and Tenant ("Additional Insureds"), are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Additional Insureds.

Products-Completed Operations. General Contractor and subcontractors shall procure and maintain (and require subcontractor's subcontractors of any tier to procure and maintain) until expiration of the Tenant Improvements' warranty period and, with regard to Products/Completed Operations coverage for two (2) years after final completion of the construction of the Tenant Improvements.

It is further agreed that the coverage afforded to the Additional Insureds shall exclude indemnification of the architect for claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architects, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

2. **Excess Liability.** The General Contractor shall secure Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000) Per Occurrence. This coverage will be excess of the General Liability, Auto Liability and Employers Liability coverages. The General Contractor's insurance coverage will be excess of all subcontractors with which it contracts to provide services for this project. The Landlord and the Tenant are to be endorsed as additional insureds on the General Contractor's Excess Liability policy. Subcontractor's excess limits will be determined by the General Contractor as the General Contractor deems appropriate.
3. **Automobile Liability Insurance.** When any motor vehicles (owned, non-owned and/or hired) are used in connection with the construction to be performed for the Property, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage shall be provided. The Landlord and Tenant are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Landlord.
4. **Workers Compensation and Employer's Liability Insurance.** Workers Compensation and Employer's Liability Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
5. **Contractor's Pollution Liability.** The General Contractor shall require a separate Contractor's Pollution Liability insurance policy, covering any bodily injury, property damage and environmental clean-up arising out of pollutants including hazardous materials such as radon, asbestos, lead, etc. or contaminated soil, including while in transit to a permanent disposal facility which may arise from activities under or incidental to the contract, whether such activities be by the General Contractor or by any of his subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. The Landlord shall be included as an additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Landlord.
7. **Railroad Protective Liability Insurance.** When, in connection with the project, any work is to be done adjacent to or on property owned by a railroad or public transit entity, the General Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that contractor or any

subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limits, and Four Million Dollars (\$4,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

- C. **Evidence of Insurance.** Prior to the commencement of construction activities, the Tenant directly or through the General Contractor shall furnish the Landlord, for record keeping purposes only, with satisfactory evidence that the Tenant, General Contractor and subcontractors have the insurance coverages set forth above. The Tenant and/or General Contractor shall be required to ensure that all subcontractors comply with the Landlord's minimum coverage requirements. It is the responsibility of the Tenant and/or General Contractor to secure and maintain proof of coverage for all entities that it contracts with that provide services for the project. After the commencement of construction activities and while such construction activities continue, certificates must be made available for review by the Landlord within twenty-four (24) hours of being requested. Said coverages shall not be modified, canceled, non-renewed, or permitted to lapse until final completion and approval of the performance of the General Contractor's contract and the policies shall contain a provision that the coverages will not be modified, canceled, non-renewed or permitted to lapse until not less than 30 days after the Landlord has received written notice, by certified or registered mail, that the modification, cancellation, non-renewal or lapse of such coverages is contemplated.

ALL REQUIRED DOCUMENTATION MUST BE RECEIVED FOR APPROVAL PRIOR TO TENANT COMMENCING WORK UNDER THIS LEASE.

- D. Tenant shall advise, and cause each General Contractor to advise, all insurers of the contract provisions regarding insurance. The failure of the Tenant, or any General Contractor to notify insurers of the contract provisions shall not relieve Tenant from its insurance obligations under this Lease, and such insurance obligations shall survive the term of this Lease. Nonfulfillment of the insurance provisions stated herein shall constitute a breach of the General Contractor's contract and of this Lease after expiration of the applicable notice and cure period. The Landlord retains the right to stop work until proper evidence of insurance is provided.
- E. Renewal Certificates of Insurance, requested endorsements or such similar evidence is to be received by the Landlord's Risk Management Department, with a copy to the Landlord's designated representative, prior to expiration of insurance coverage. At the Landlord's option, following notice and an opportunity to cure in accordance with this Lease, non-compliance may result in one or more of the following actions: (1) The Landlord will purchase insurance on behalf of Tenant and will Landlord back all costs to Tenant; (2) Tenant shall cause the General Contractor and any subcontractors to be immediately removed from the Property until such time as the evidence is provided to Landlord. The receipt of any

certificate by the Landlord does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Lease. Tenant and/or General Contractor shall be required to ensure that all subcontractors comply with the Landlord's minimum coverage requirements. It is the responsibility of the Tenant and/or General Contractor to secure and maintain proof of coverage for all entities that it contracts with, that provides services for the project. Proof of insurance records must be available for review by the Landlord within twenty-four (24) hours of being requested.

- F. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the General Contractor's contract, and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. A Claims-Made policy which is not renewed or replaced must have an extended reporting period (tail coverage) of two (2) years. Any extended reporting period premium (tail coverage) shall be paid by Tenant, directly or through the General Contractor. It is further agreed that all insurance policies required hereunder shall provide the Landlord with not less than a thirty (30) days' notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.
- G. Tenant shall provide to the Landlord, prior to commencement of construction and upon each renewal or replacement of a builder risk policy required hereunder, and in any event not less than annually, a certified copy of the insurance policies required hereunder and all endorsements.
- H. Tenant shall require, directly or through the General Contractor, that all subcontractors performing work carry insurance required herein or the Tenant, or General Contractor may provide the coverages for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "B" above. Evidence of such coverage must be submitted to the Landlord for record keeping purposes only.

II. OPERATIONS PERIOD INSURANCE REQUIREMENTS

The Tenant must procure and maintain at all times during the operation of the Tenant Improvements the types of insurance specified below in order to protect the Landlord from the acts, omissions and negligence of the selected respondent, its officers, officials, subcontractors, joint venture, partners, agents, or employees. The insurance carriers used by the Tenant must be authorized to conduct business in the State of Illinois and shall have an A.M. BEST rating of not less than an "A:VII". The insurance provided shall cover all operations under the Lease, whether performed by the Tenant or by its subcontractors.

A. Required Insurance Coverages:

1. **All-Risk Property Damage:** The Tenant shall obtain an all-risk property policy in the amount of the full replacement value, including improvements and betterments, covering damage to or loss of the Property. The insurance shall include the following extensions: business interruption/loss of rents, and boiler and machinery, if applicable.
2. **General Liability Insurance.** General Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Project aggregate of not less than Two Million Dollars (\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. The Landlord is to be endorsed as an additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Landlord.
3. **Automobile Liability Insurance.** When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The Landlord shall be endorsed as an additional insured on the Tenant's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Landlord.
4. **Workers Compensation and Employer's Liability Insurance.** Workers Compensation and Occupational Disease Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
5. **Blanket Crime.** The Tenant shall provide Blanket Crime coverage in a form reasonably acceptable to the Landlord, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected, received and/or in the Tenant's care at any given time, but shall in no event be less than the aggregate amount of two months operating subsidy.
6. **Professional Liability.** When any architects (of record), engineers (of record), construction managers, property managers or other professional consultants perform work in connection with this Lease, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for architects and engineers or record, and construction managers and of not less than Five Million Dollars (\$5,000,000) per occurrence property managers and other professional consultants. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start date of such work under this Lease. A Claims-made

policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Related Requirements

1. The Tenant shall advise all insurers of the contract provisions regarding insurance. The failure of the Tenant to notify insurers of the contract provisions shall not relieve the Tenant from its insurance obligations herein. The Landlord retains the right to stop work until proper evidence of insurance is provided.
2. The Tenant shall furnish the Chicago Housing Authority, Risk Management Department, 60 E. Van Buren St., 10th Floor, Chicago, Illinois 60605 “.pdf” copies of Certificates of Insurance evidencing the required coverages to be in force on the Commencement Date of this Agreement. In addition, copies of the endorsement(s) adding the Landlord to the policies as additional insured are required.
3. Renewal Certificates of Insurance requested endorsements, or such similar evidence is to be received by the Risk Management Department, with a copy to the Landlord’s Designated Representative prior to expiration of insurance coverage. At the Landlord’s option, following notice and an opportunity to cure in accordance with this Lease, non-compliance may result in one or more of the following actions: (1) The Landlord will purchase insurance on behalf of the Tenant and will Landlord back all costs to the Tenant; and (2) the Tenant may be immediately removed from the Property until such time as the evidence is provided to Landlord. The receipt of any certificate does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Lease. The insurance policies shall provide for thirty (30) days written notice to be given to the Landlord in the event coverage is substantially changed, canceled or non-renewed.
4. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is “claims made” and also the Retroactive Date. The Tenant shall maintain coverage for the duration of this Agreement. A Claims-Made policy which is not renewed or replaced must have an extended reporting period (tail coverage) of two (2) years. Any extended reporting period premium (tail coverage) shall be paid by the Tenant. The Tenant shall provide to the Landlord, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Tenant shall provide the Landlord a thirty (30) days’ notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.
5. The General Contractor may provide coverage on behalf of subcontractors, such as through an Owner Controlled Insurance Policy (“OCIP”) or wrap-up insurance

program (or cause the subcontractors to carry all or a portion of the insurance required herein, so long as such insurance requirements are satisfied in the aggregate), or the Tenant may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above.

EXHIBIT G

COMMUNITY INVESTMENTS AGREEMENT

This Community Investments Agreement (“**Agreement**”) is made as of the 9th day of March, 2023, by and between **Chicago Housing Authority**, an Illinois municipal corporation (“**CHA or Owner**”), having an office at 60 East Van Buren Street, 12th Floor, Chicago, Illinois 60605 and Chicago Fire Training Facility, LLC, a Delaware limited liability company, having an office at 1 North Dearborn, Suite 1300, Chicago, IL 60602 (“**Tenant**”). CHA and Tenant are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

A. CHA is engaged in the development and operation of safe, decent, and sanitary housing throughout the Chicago metropolitan area for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. Section 1437 et. seq. (the “**Housing Act**”), regulations promulgated by the United States Department of Housing and Urban Development (“**HUD**”), and the Housing Authorities Act, 310 ILCS 10/1 et. seq., as amended, and other applicable laws, regulations, and ordinances.

B. Tenant is an affiliate of Chicago Fire Football Club, LLC, a Delaware limited liability company, which is the operator of the Major League Soccer team known as the Chicago Fire Football Club (the “**Team**”). Tenant, at its sole cost, intends to develop, operate, and maintain a sports training facility (the “**Tenant Improvements**”) on an approximately 23.226-acre parcel of land owned by CHA, for use by the Team in accordance with that certain Ground Lease by and between Tenant and Owner dated concurrently herewith (the “**Lease**”).

C. Tenant (or, at the direction of Tenant, the Tenant Parties) further intends to make significant, impactful investments in CHA and the broader community, as set forth in the Lease, this Agreement and the Agreement to Construct CHA Property Improvements (defined below). The transactions contemplated by the Lease, this Agreement and the Agreement to Construct CHA Property Improvements will bring additional community investments (the “**Community Investments**”) to CHA by activating under-utilized and vacant property, creating programming partnerships between the Team and CHA, and will provide a revenue stream to support CHA’s mission to revitalize communities. The Community Investments are set forth below and include the CHA Property Improvements (defined below) and those certain community investments more particularly described on **Schedule 1** attached to this Agreement.

D. The Community Investments will serve and benefit the children and families residing within the nearby area of the Tenant Improvements, including families served by CHA who qualify as being eligible to occupy “public housing” (as defined in Section 3(b) of the Housing Act).

E. In exchange for the Lease, Tenant shall (a) pay rent as provided in the Lease and (b) make the Community Investments as set forth in this Agreement. The Community Investments, as further described in this Agreement, consist of (i) monetary contributions, described herein; (ii) programming for the youth served by CHA and the community, described herein; (iii) mentorship and work experience programs for eligible high school-aged youth,

described herein; and (iv) construction of the following improvements: a) the William Jones Apartments Parking Lot, described herein; b) Recreational Plaza and Open Green Space areas, described herein; and c) renovations and improvements to certain existing CHA-owned facilities described herein; (collectively, the “**CHA Property Improvements**”).

F. The CHA Property Improvements shall be constructed on CHA owned property by Tenant without cost to CHA pursuant to a separate Agreement to Construct the CHA Property Improvements (the “**Construction Agreement**”) between the Parties executed concurrently with the Lease and this Agreement and attached as **Exhibit H** to the Lease. The CHA Property Improvements include:

1. The William Jones Apartments Parking Lot: In an area to be mutually determined by the parties, but currently anticipated to be in the area immediately north of West 15th Street and immediately east of the William Jones Apartments senior living community, which area is owned by CHA or its affiliate, Tenant will construction an offsite surface parking lot (the “**Williams Jones Apartments Parking Lot**”) to provide accessory parking for use primarily for the William Jones residents. The location, size and other specifics for the William Jones Apartments Parking Lot will be described in the Construction Agreement attached as **Exhibit H** to the Lease.
2. The Recreational Plaza and Open Green Space areas: In designated areas within CHA-owned property to be agreed upon between Tenant and CHA, in consultation with the wider community and identified in **Exhibit H** to the Lease, Tenant will construct (i) a recreational plaza and adjacent open green space area primarily for the benefit of CHA residents; and (ii) a roughly 1.5-acre outdoor field near 15th and Ashland to be used as an additional open green space area with park benches.
3. Renovations and improvements to existing CHA-owned facilities: Tenant will undertake and make agreed upon interior renovations and improvements to the Jane Addams Family Resource Center as more specifically identified in **Exhibit H** to the Lease. Additionally, Tenant will repurpose and make renovations to approximately 6,000 square feet of an existing warehouse space on 13th Street converting the space into a meeting space and multi-purpose room.

G. Upon completion of the CHA Property Improvements, CHA shall own, control, operate, maintain, repair, and assume all responsibilities and liabilities for each such improvement.

H. The parties acknowledge and agree that this Agreement is incorporated into and made a part of the Lease (to which this Agreement is **Exhibit G** to the Lease), the terms and provisions of which, unless expressly modified herein, or unless no longer applicable by their terms, are hereby affirmed and ratified and remain in full force and effect. Capitalized terms used, but not defined, in this Agreement shall have the respective meanings assigned to them in the Lease.

NOW, THEREFORE, in consideration of the above premises, the mutual obligations and agreements in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein as set forth in their entirety.

2. **Monetary Contributions.** Tenant agrees to provide monetary contributions as follows:

a. In accordance with the terms and conditions of this Agreement, Tenant agrees to make certain monetary contributions described below for the benefit of CHA and the broader community; provided, however, in no event shall the aggregate amount of Tenant's monetary contributions exceed \$8,000,000 ("**Monetary Contribution Cap**"). As described below, subject to the Monetary Contribution Cap, Tenant's monetary contributions consist of the following:

i. **Tenant's Good Faith Payment:** On October 31, 2022, Tenant (or, at the direction of Tenant, one or more of the Tenant Parties) has made to CHA a one-time, non-refundable, good faith payment in the amount of \$250,000 ("**Good Faith Payment**"). The Good Faith Payment shall be credited against Tenant's first payment of Ground Rent under the Lease, as provided in the Lease.

ii. **\$4 Million Contribution to CHA:** On the anniversary of the Commencement Date of the Lease in 2026, 2028, and 2029, respectively, (each, an "**Anniversary Date**"), as shown in the chart below, Tenant shall contribute, or cause one or more of the Tenant Parties, to contribute, to CHA the amount noted below (each a "**Contribution,**" and collectively, the "**\$4 Million CHA Contribution**"):

No.	Date of Each Contribution	Amount of Each Contribution
1.	Anniversary Date in 2026	\$1,500,000
2.	Anniversary Date in 2028	\$1,500,000
3.	Anniversary Date in 2029	\$1,000,000

CHA shall use the \$4 Million CHA Contribution for the purpose of enabling CHA to maintain offsite improvements and affordable housing and activities set forth in the chart attached hereto as **Schedule 1**. Tenant, in its sole discretion, may designate from time to time or at any time one or more tax-exempt non-profit 501(c)(3) entities to make all or any portion of the \$4 Million CHA Contribution, and/or the \$4 Million Property Improvements Contribution, as applicable.

iii. **\$4 Million Contribution towards CHA Property Improvements:** In addition to the \$4 Million CHA Contribution, beginning on the Commencement Date of the Lease, Tenant shall pay (or shall cause, in Tenant's sole discretion, one or more Tenant Parties to pay), on behalf of CHA, an amount up to \$4,000,000 (the "**\$4 Million Property**

Improvements Contribution”), to construct the CHA Property Improvements, as provided in the Construction Agreement.

Notwithstanding anything to the contrary contained in the Lease, in this Agreement, or in the Construction Agreement, the \$4 Million Property Improvements Contribution shall include all of Tenant’s (and the Tenant Parties’, as applicable) soft costs and hard costs for the construction of the CHA Property Improvements. To the extent that Tenant and CHA agree that an amount greater than the \$4 Million Property Improvements Contribution is needed to complete the CHA Property Improvements, then Tenant and CHA will agree to use a portion of the \$4 Million CHA Contribution to complete the CHA Property Improvements. The dates and amounts of Tenant’s payment of the \$4 Million Property Improvements Contribution will, subject to the Monetary Contribution Cap, be modified accordingly, as needed, and the Parties shall document such changes in an amendment to this Agreement.

All rights, title and interest in the CHA Property Improvements belong to the CHA or CHA affiliates, and upon completion, Tenant shall have no rights in any of the CHA Property Improvements nor in the property upon which these improvements are located.

3. Programming for Youth Served by CHA and the Broader Community. Upon completion of the Tenant Improvements and during the remainder of the Term of the Lease, Tenant (or, at the direction of Tenant, one of the Tenant Parties or the Chicago Fire Foundation (“**Foundation**”), as provided below) will conduct free programmed activities for youth and teen residents of CHA and the broader community (collectively, the “**Programmed Activities**”), such as soccer instruction and training and recreational soccer game play, providing social, emotional and athletic development opportunities. The Programmed Activities include, but are not limited to, the following:

- PLAYS Program: <https://www.chicagofirefc.com/foundation/playsprogram>
- Kicks for Kids: <https://www.chicagofirefc.com/foundation/programs/kicks-for-kids>
- Passback Program: <https://www.chicagofirefc.com/foundation/programs/passback>
- Little Sparks: <https://www.chicagofirefc.com/youth/littlesparks>
- Summer Camps: <https://www.chicagofirefc.com/camps>

The Programmed Activities will be conducted on the Tenant Improvements or at other locations reasonably accessible to the intended participants after consultation with CHA and determined to be reasonably acceptable by both CHA and Tenant. All Programmed Activities will be completed at the Tenant’s (or the Tenant Parties’, Tenant’s sponsors, or the Foundation’s, as applicable) sole cost and expense.

The Programmed Activities shall be provided by the Chicago Fire Football Club, LLC and the Chicago Fire Foundation. From time to time, and at any time during the Term of the Lease, CHA may consent to, and such consent will not be unreasonably withheld, conditioned or delayed, other Tenant Parties providing the Programmed Activities. The Parties may agree to revise, amend, remove, or otherwise change the Programmed Activities, so long as such changes are reasonably acceptable to both CHA and Tenant.

4. **Mentorship and Work Experience Programs.** In addition to the free Programmed Activities, Tenant (or, at the direction of Tenant, one of the Tenant Parties, which may include the Foundation, as provided below) shall (i) offer mentorship opportunities for eligible high school-aged youth, as reasonably determined by Tenant, that, among other things, enable such students to gain exposure to a potential career in the sports industry, and (ii) provide a total of 10 annual paid internships for eligible youth (ages 18-22) (and such interns may be assigned to the business or sporting sides of the Team) (together, subparts (i) and (ii) are defined as the “**Mentorship and Work Experience Programs**”). The Mentorship and Work Experience Programs will be completed at Tenant’s (or the Tenant Parties’, Tenant’s sponsors, or the Foundation’s, as applicable) sole cost and expense.

The Mentorship and Work Experience Programs shall be provided by the Chicago Fire Football Club, LLC and the Chicago Fire Foundation. From time to time, and at any time during the Term of the Lease, CHA may consent to, and such consent will not be unreasonably withheld, conditioned or delayed, other Tenant Parties performing the obligations of the Mentorship and Work Experience Program. The Parties may agree to revise, amend, remove, or otherwise change the Mentorship and Work Experience Programs, so long as such changes are reasonably acceptable to both CHA and Tenant.

5. **Ongoing Monitoring.** To monitor the results of the Programmed Activities and the Mentorship and Work Experience Programs throughout the Term of the Ground Lease, CHA and Tenant (or the Tenant Parties’ or the Foundation’s, as applicable) will meet at least twice a year and submit a written report to CHA every twelve months identifying and describing the Programmed Activities and Mentorship and Work Experience Programs conducted during the preceding year.

6. **Basketball Court.** The parties acknowledge that, in addition to the Community Investments set forth in this Agreement, the Foundation plans to provide the basketball court described in attached **Schedule 1.**

7. **Good Faith Cooperation.** The Parties agree to use good faith and commercially reasonable efforts to carry out the intent of this Agreement shall promptly do and perform such further acts, matters, or things and execute and deliver all further instruments required by law or which may be reasonably required to carry out and effectuate the terms, intent, and purposes of performing, programing, constructing and completing the Community Investments as described herein on behalf of CHA and the broader community.

8. **Default and Right to Cure.**

a. The following will be deemed a default by Tenant and a breach of this Agreement: (i) subject in all events to the Monetary Contribution Cap, Tenant’s non-payment (or failure to cause one or more of the Tenant Parties to pay) of any of the Monetary Contributions by the dates provided in Section 2 of this Agreement; provided, however, Tenant shall only be in default after such payment remains unpaid for more than thirty (30) days after receipt of written notice from CHA of such failure to pay; or (ii) Tenant’s failure to perform (or to cause one or more of the Tenant Parties to perform) in all material respects any other term or condition under this Agreement within sixty (60) days after receipt of written notice from CHA specifying the failure.

No such non-monetary failure, however, will be deemed to exist if Tenant or the Tenant Parties have commenced to cure such default within such sixty (60) day period and provided that such efforts are prosecuted to completion with reasonable diligence. If Tenant remains in default beyond any applicable notice and cure period, CHA will have the right to exercise any and all rights and remedies available to it pursuant to the terms of the Lease; provided, however, as set forth in the Lease, prior to filing an arbitration claim against Tenant, CHA shall use good faith and commercially reasonable efforts to resolve such disputes with Tenant.

b. The following will be deemed a default by CHA and a breach of this Agreement: (i) CHA's failure to provide access to the Real Estate in accordance with the terms of the Lease, or to provide access to the CHA-owned property on which the CHA Property Improvements are to be constructed pursuant to the Construction Agreement or (ii) CHA's failure to perform any term or condition under this Agreement within sixty (60) days after receipt of written notice from Tenant specifying the failure. No failure, however, will be deemed to exist if CHA has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If CHA remains in default beyond any applicable cure period, Tenant will have any and all rights available to it pursuant to the terms of the Lease; provided, however, as set forth in the Lease, prior to filing an arbitration claim against CHA, Tenant shall use good faith and commercially reasonable efforts to resolve such disputes with CHA.

9. **Assignment.** The assignment provision set forth in the Lease shall be incorporated herein.

10. **Notices.** All notices or demands under this Agreement shall be in writing and shall be served and given by personal delivery or by certified mail, return receipt requested, or by nationally recognized overnight courier, addressed to:

CHA: Chicago Housing Authority
60 East Van Buren Street
Chicago, Illinois 60605
Attention: Chief Executive Officer

with copies to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren Street
Chicago, Illinois 60605
Attention: Chief Legal Officer

Neal & Leroy, LLC
20 South Clark Street, Suite 2050
Chicago, Illinois 60603
Attn. Jeanette Sublett
jsublett@nealandleroy.com

If to Tenant: Chicago Fire Training Facility, LLC
c/o Chicago Fire Football Club, LLC

1 N. Dearborn, Suite 1300
Chicago, IL 60602
Attn. Laura Warren, General Counsel

with a copy to:

Chicago Fire Training Facility, LLC
400 N. Michigan Avenue, Suite 350
Chicago, IL 60611
Attn. Ari Glass, Head of Real Estate
Email: ari.glass@mansuetooffice.com
Mariah.DiGrino@us.dlapiper.com

And

DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Mariah DiGrino and David Pryor
Email: Mariah.DiGrino@us.dlapiper.com
Email: David.Pryor@us.dlapiper.com

In addition, concurrently with the giving of any notice or demand by CHA to Tenant, or by Tenant to CHA, CHA or Tenant, as the case may be, shall furnish a copy of such notice to any Leasehold Mortgagee (as defined in the Lease), as applicable.

By written notice served in the foregoing manner, any party entitled to receive notices shall have the right to designate another person and another address to which notices and demands shall thereafter be sent. Each such notice or demand shall be deemed served, given, and received when received or, when given by mail, shall be deemed served, given, and received on the third business day after the mailing thereof or, when given by nationally-recognized overnight courier, shall be deemed served, given and received on the next business day after the mailing thereof.

11. Miscellaneous.

a. **Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by CHA and Tenant. No provision may be waived except in a writing signed by both Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

b. **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, Tenant, and CHA each waives any claims that each may have against the other with respect to consequential, incidental, or special damages, however caused, based on any theory of liability.

c. **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Real Estate and underlying real property and bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

d. **Entire Agreement.** This Agreement, the Lease, the Construction Agreement, and the exhibits attached thereto, all being a part hereof, constitute the entire agreement of the Parties hereto and supersede all prior offers, negotiations, letters of intent, and agreements with respect to the subject matters of this Agreement.

e. **Governing Law.** This Agreement will be governed by the laws of the State of Illinois without regard to conflicts of law.

f. **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “**including**” will be interpreted to mean “**including, but not limited to**”; (iii) whenever a Party’s consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “**termination**” or “**expiration**” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted this Agreement; and (viii) the singular use of words includes the plural where appropriate.

g. **Term.** The term of this Agreement shall expire and become null and void on the earlier to occur of (i) the date on which the Lease is terminated in accordance with the terms thereof, and (ii) the Expiration Date, as defined under the Lease.

h. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, then such provision shall be fully severable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, illegal, or unenforceable provision or by its severance from this Agreement.

i. **Further Assurances.** From and after the date of this Agreement, CHA and Tenant agree to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary or proper to complete the transactions contemplated by this Agreement and to carry out the purposes of this Agreement.

j. **Conflict or Inconsistency.** In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in either the Lease or the Construction Agreement, as applicable, then (i) the terms and conditions set forth in this Agreement as to Community Investments, including those listed on Schedule 1, the monetary contributions described in Section 2, the Programmed Activities, and the Mentorship and Work Experience Programs shall govern and prevail; and (ii) the terms and conditions set forth in the Construction Agreement shall govern and prevail as to the construction of the CHA Property

Improvements. Except as provided herein, in all other instances, the terms of the Lease shall govern and prevail.

k. **Counterparts.** This Agreement may be executed, whether by handwritten signature or electronic signature via DocuSign or .pdf, in two (2) or more counterparts, which counterparts may be delivered by facsimile or via electronic mail with the same effect as delivery of the originals, all of which shall be considered one and the same original agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

l. **Unavoidable Delay.** The definition of Unavoidable Delay (as defined in the Lease) shall be incorporated herein. If any Party is delayed in complying with its obligations under this Agreement due to an Unavoidable Delay, then Tenant's or CHA's time for performance under this Agreement shall be extended for a period of time corresponding to the period by which Tenant's or CHA's performance is delayed due to such Unavoidable Delay, provided, however, that Tenant or CHA, as the case may be, must deliver timely notice to the other Party upon the occurrence of such causes.

[SIGNATURE PAGE FOLLOWS]

[signature page to Community Investments Agreement]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above by the duly authorized officers or representatives of the parties hereto.

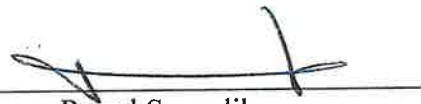
OWNER:

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

By: 
Tracey Scott
Chief Executive Officer

TENANT:

CHICAGO FIRE TRAINING FACILITY, LLC,
a Delaware limited liability company

By: 
Name: Pawel Szynalik
Title: Chief Financial Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LaRue Little, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tracey Scott, the Chief Executive Officer of the **Chicago Housing Authority**, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Executive Officer, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of March, 2023.



LaRue Little
Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Karen A. Toth, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Pawel Szynalik, is known to me to be the Chief Financial Officer of the Chicago Fire Training Facility, LLC ("Chicago Fire"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the Chief Financial Officer of Chicago Fire he signed and delivered the said instrument pursuant to authority given by Chicago Fire, and as his free and voluntary act of said limited liability corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary's Seal this 9th day of March, 2023.



Karen A. Toth
Notary Public

Schedule 1

CHA-CFFC Community Investments As introduced by the ABLA LAC on April 12, 2022 and agreed upon in final form on September 20, 2022	
Resident Request	Description
ABLA Brooks Renovation	CHA would begin planning for the rehabilitation of ABLA Brooks Homes in summer 2022. Physical needs assessment contracts in place and unit assessments targeted to start in September.
Loomis Courts Renovation	CHA would begin planning for Loomis in 2023.
Parking for William Jones Senior Apartments	CFFC will build a parking lot for William Jones on CHA land on 15 th and Ashland. Discussions on the number of spaces and configurations are ongoing.
Basketball Court	Chicago Fire Foundation is providing a basketball court on CHA land. Now proposed to be located in front of the CHA management office's parking lot on Loomis in what is being converted to a CHA Resident Recreation Area. CHA requesting the basketball court be delivered first before other site improvements.
Jane Addams Family Resource Center improvements	CHA would renew the Jane Addams Center to support workspace, kitchen, dance space, fitness equipment, and indoor function space. Discussions on layout and costs are ongoing. The area in between Jane Addams Family Resource Center and the management office will be changed to create an outdoor CHA Resident Recreation Area. This will be planned with the ABLA LAC through a Planning Committee. Tenant Parties will conduct this work in parallel with the construction of the training center.
Community Green Spaces	<p>A permanent CHA Resident Recreation Area is planned for the space between the Jane Addams Family Resource Center and the CHA management office. Elements of this area will be planned with the ABLA LAC through a Planning Committee. CHA intends to use the space between the two buildings to accommodate green space and outdoor recreation.</p> <p>A roughly 1.5-acre outdoor field will be used as an open green space with park benches. It can host sporting and</p>

	<p>recreational activities. Presently the area is planned for CHA land near 15th and Ashland. These parcels are slated for much later phases of housing development and can be used as public green space in the meantime.</p> <p>CHA will manage both spaces.</p>
Space available for residents to use as a pop-up location for their businesses	Space for CHA residents to feature their businesses periodically is possible with renewed Jane Addams Family Resource Center and the updated CHA management office. Discussions on layout and costs are ongoing. Restaurant accommodations are subject to scope, permitting, and costs. This will be planned with the ABLA LAC through a Planning Committee.
Auditorium	CHA plans to repurpose about 4,000 square feet of the warehouse space in the CHA management office to accommodate a meeting space that residents may use for gatherings and activities.
More flexible booking and usage process and procedures for CHA recreation spaces	CHA will manage the Jane Addams Family Resource Center and converted management office space and make opportunities available for Section 3 and MWDBE businesses to assist in operating the facilities with transparent schedules and resident-friendly policies. A transparent booking tool will be developed with usage, programming schedules, and availability. This will be planned with the ABLA LAC through a Planning Committee. Resident leadership would be included as a technical advisor on the selection of contractors at these CHA community center spaces.
CHA youth to have access to CFFC youth programming and soccer camps	CFFC and Chicago Fire Foundation will have a preference to enroll CHA families.
ABLA Back to School Fun Day	CFFC would host an annual back-to-school fair and field day with up to 5,000 people on CFFC training center leased land.

<p>CFFC job fairs for employment and internships</p>	<p>CFFC will commit to a minimum number of annual internships and would host job fairs for CHA families to gain employment and training opportunities from the CFFC center.</p>
<p>MWDBE and Section 3 commitments</p>	<p>CFFC will endeavor, with CHA engagement, to follow CHA's MWDBE, small disadvantaged business, Section 3, and CHA resident employment and contracting thresholds for opportunities in construction and ongoing operations. Residents of ABLA Brooks Homes and Roosevelt Square are targeted Section 3 workers.</p>
<p>Commemoration of ABLA Brooks and Neighborhood History</p>	<p>CHA residents would like to feature the history of ABLA Brooks Homes, Loomis Courts, and the neighborhood in the renewed Jane Addams Center. National Public Housing Museum has offered to gather materials, pictures, and oral history.</p>

EXHIBIT H

**AGREEMENT TO CONSTRUCT CHA PROPERTY
IMPROVEMENTS**

By and between

Chicago Housing Authority, an Illinois municipal corporation

and

**Chicago Fire Training Facility, LLC, a Delaware limited liability
company**

AGREEMENT TO CONSTRUCT CHA PROPERTY IMPROVEMENTS

This AGREEMENT to CONSTRUCT CHA PROPERTY IMPROVEMENTS (this “**Agreement**”) is entered into this 9th day of March, 2023 by and between the **CHICAGO HOUSING AUTHORITY** a municipal corporation organized and existing under the laws of the State of Illinois (“**CHA**”), and **CHICAGO FIRE TRAINING FACILITY, LLC**, a Delaware limited liability company (“**CFTF**”). CHA and CFTF are at points throughout this Agreement referred to individually as a “**Party**” and collectively as the “**Parties.**”

Witnesseth:

RECITALS

A. CHA is the owner and holds fee simple title to certain parcels of real estate within the ALBA redevelopment area in Chicago, Illinois depicted on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as “**CHA Properties**”)

B. CFTF is an affiliate of Chicago Fire Football Club, LLC, a Delaware limited liability company, which is the operator of the Major League Soccer team known as Chicago Fire Football Club (the “**Team**”). CFTF, at its sole cost, intends to develop, operate, and maintain a sports training facility on certain real estate owned by CHA for use by the Team in accordance with that certain Ground Lease by and between CHA and CFTF dated concurrently herewith (the “**Lease**”).

C. CFTF further intends to make significant, impactful investments in the immediate community area as set forth in Exhibit G of the Lease and this Agreement which will bring additional investments to CHA. These investments will activate under-utilized and vacant property, create programming partnerships between the Team and CHA, and provide a revenue stream to support CHA’s mission to revitalize communities.

D. As set forth in Exhibit G of the Lease, CFTF agrees to make investments in CHA and the broader community that include, among other things: a) construction of the William Jones Apartments Parking Lot (defined below); b) construction of a Recreational Plaza and Open Green Space areas (defined below); and c) renovations and improvements to certain existing CHA-owned facilities (defined below) (collectively, the “**CHA Property Improvements**”).

E. Pursuant to the terms and conditions of this Agreement, CFTF shall construct on the CHA Properties (as generally identified below), without cost to CHA the following CHA Property Improvements:

1. **William Jones Apartments Parking Lot:** In an area to be mutually determined by the parties, but currently anticipated to be the area immediately north of West 15th Street and immediately east of the William Jones Apartments senior living community, which area is owned by CHA or its affiliate, CFTF will construct an offsite surface parking lot (the “**William Jones Apartments Parking Lot**”) to provide accessory parking for use primarily for the William Jones Apartments residents. The location, size, and other

specifics for the William Jones Apartments Parking Lot will be described in the Construction Plan attached hereto as **Exhibit C** and incorporated herein by this reference.

2. Recreational Plaza and Open Green Space areas: In designated areas within the CHA Properties to be further agreed upon between CFTF and CHA, in consultation with the wider community and identified in **Exhibit C**, CFTF will construct (i) a recreational plaza and adjacent open green space area primarily for the benefit of CHA residents ; and (ii) a roughly 1.5 acre outdoor field near 15th and Ashland to be used as an additional open green space area with park benches.
3. Renovations and improvements to existing CHA-owned facilities: CFTF will undertake and make agreed upon interior renovations and improvements to the Jane Addams Family Resource Center as more specifically identified in **Exhibit C**. Additionally, CFTF will repurpose and make renovations to approximately 6,000 square feet of an existing warehouse space on 13th Street converting the space into a meeting space and multi-purpose room.

F. Upon completion of the CHA Property Improvements, CHA shall own, control, operate, maintain, repair, and assume all responsibilities and liabilities for each such improvement.

G. CHA and CFTF have agreed to enter into this Agreement in order to implement the foregoing.

H. The parties acknowledge and agree that this Agreement is incorporated into and made a part of the Lease (as **Exhibit H**), the terms and provisions of which, unless expressly modified herein, or unless no longer applicable by their terms, are hereby affirmed and ratified and remain in full force and effect. Capitalized terms used, but not defined, in this Agreement shall have the respective meanings assigned to them in the Lease.

In consideration of the foregoing recitals and underlying promises, which the Parties agree to be good and valuable consideration, the Parties agree as follows:

ARTICLE I

ENGAGEMENT

1.1 Agreement Term. This Agreement is effective as of the date first written above and shall expire upon the completion of all of the CHA Property Improvements in accordance with the Construction Schedule (as hereinafter defined) and the written approval of such completion by CHA, unless sooner terminated in accordance with the terms provided herein.

1.2 Recitals and Exhibits. The foregoing recitals are true and correct and are incorporated herein by reference as the agreements of the Parties. All exhibits listed in this Section and attached to this Agreement are incorporated herein as part of the agreements of the Parties:

Exhibit A-	Preliminary Depictions of the Construction Sites
Exhibit B-1	Diversity and Inclusion Contract Requirements

Exhibit B-2	Form of Section 3 and M/W/DBE Utilization Plan
Exhibit C-	Construction Plan, Budget and Schedule
Exhibit D-	Insurance Requirements
Exhibit E-	Form of Sworn Statement and Lien Waiver
Exhibit F-	CHA Ethics Policy

1.3 Definitions. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and throughout this Agreement, the following terms shall have the meanings set forth below:

“Closing” shall mean the date of execution of all documents required for CFTF to commence construction of the CHA Property Improvements.

“Construction Assets” shall include but is not limited to, all architectural, engineering and other technical plans, drawing, specifications, reports, designs, surveys, permits, contracts, licenses, bid documents, schedules, models, books, records, electronic media, computer software, data in all formats and work product resulting from any construction contract or agreement issued, prepared, produced or acquired by or on behalf of CFTF in connection with the construction of the CHA Property Improvements whether now existing or hereafter arising together with any and all extensions, modifications, amendments and renewals thereof.

“Construction Budget” shall mean the budget(s) for the construction of the CHA Property Improvements.

“Construction Costs” shall include hard and soft costs expended by CFTF to complete construction of the CHA Property Improvements

“Construction Documents” shall mean all documents as may be reasonably required by CFTF to commence construction of the CHA Property Improvements and which shall consist of the following as they come into existence: (a) construction contracts, including Construction Schedule (defined below) between CFTF and the general contractor; (b) the general, special, and supplemental conditions to such contracts, if any; (c) drawings and specifications to be prepared or approved by the Architect(s) selected by CFTF and directly related to the CHA Property Improvements and (d) all written or graphic interpretations, clarifications, amendments, and changes of any of the foregoing.

“Construction Site” shall mean any one or all of the sites selected for the construction of the CHA Property Improvements.

“Third-Party Contractor” shall mean any third party that is procured to perform services in connection with the development and construction of the CHA Property Improvements and that is not owned directly or indirectly by CFTF.

1.4 Cooperation. CHA and CFTF shall cooperate with one another in good faith to implement successfully the development and construction of the CHA Property Improvements.

Such cooperation shall include commercially reasonable efforts to respond to one another as expeditiously as possible with regard to requests for information or approvals required hereby. With regard to materials or documents requiring the approval of one or more Parties, a spirit of good faith and a mutual desire for the successful construction completion of the CHA Property Improvements shall govern the Parties' relationship under this Agreement, and in the event a Party's approval is required, then notwithstanding anything to the contrary contained herein, such approval shall not be unreasonably withheld, conditioned, or delayed.

1.5 Communications. In connection with the development and construction process related with the CHA Property Improvements, CHA and CFTF will keep each other informed of all events, information, and communications relating to the development and construction activities covered by this Agreement, including, those certain reports required by Section 2.5 below and those certain regular planning meetings to be hosted by CFTF. A representative of CHA shall be permitted to attend the periodic owner/architect/contractor project meetings held during construction. The CHA representative designated pursuant to Sections 1.6 and 3.7 below shall be included on the distribution list of the owner/architect/contractor meeting minutes, and on the distribution list of written communications between CFTF and the general contractor and between CFTF and the project architect. CHA shall direct all comments, questions, and communications to CFTF and, except as expressly authorized by CFTF, shall not communicate directly with the general contractor or the project architect.

1.6 Representatives. The Parties respectively initially appoint the following as representatives responsible for the routine administration of its obligations under this Agreement: (a) Ann McKenzie, for CHA; (b) Anthony Cacciato, for CFTF. Upon notice given in accordance with this Agreement, either Party may change its representative.

1.7 CFTF Not an Agent. CFTF shall perform the duties and undertake the responsibilities specified herein in a competent and professional manner using commercially reasonable efforts. CFTF acknowledges and agrees that it is an independent contractor and not an agent of CHA. Therefore, neither CFTF nor CHA shall have power to execute contracts which will bind the other.

1.8 Quality of Work Under This Agreement. All the construction activities performed under this Agreement shall comply with the plans and specifications approved by CHA and be provided in accordance with standards, criteria and other requirements imposed by applicable statutes, regulations, ordinances, and orders of all governmental authorities having jurisdiction over the work associated with the CHA Property Improvements. CFTF shall furnish the skill and judgment necessary to perform the required services in compliance with the Construction Schedule, as amended pursuant to this Agreement, and the Construction Budget, as amended pursuant to this Agreement, in an expeditious and economical manner consistent with the interests of CHA.

ARTICLE II

RESPONSIBILITIES OF CFTF

2.1 Construction Activities. As more specifically set forth herein, CFTF shall proceed to implement the construction plan for the construction of the CHA Property Improvements as further described herein and attached hereto as **Exhibit C** (the “**Construction Plan**”). Any modifications to the Construction Plan shall be permitted only by mutual written agreement between CHA and CFTF, as further described in Section 2.4 below.

2.2 Financing. CFTF shall pay or cause, in its sole discretion, one or more of its related entities, to pay for all of the Construction Costs related to the CHA Property Improvements, including without limitation, the planning, design, permitting, and construction in an amount not to exceed \$4,000,000. In the event there is a residual amount of the \$4,000,000 remaining after construction completion of the CHA Property Improvements (the “**Residual Amount**”), CFTF shall pay the Residual Amount to CHA for additional property improvements to be constructed and completed by CHA in its sole discretion. To the extent that CFTF and CHA agree that an amount greater than \$4,000,000 is needed to complete the CHA Property Improvements, CFTF will nevertheless pay for the completion of the CHA Property Improvements, subject to Section 2.3 below.

2.3 Cost Excess. Any cost of the CHA Property Improvement in excess of \$4,000,000 will be credited to the \$4 Million Contribution described in the Lease. The dates and amounts of payment of the \$4 Million Contribution will be modified accordingly, with adjustments for net present value, as applicable. CFTF’s aggregate liability for the cost of CHA Property Improvements shall not exceed \$8,000,000.

2.4 Construction Budget and Schedule; Changes to Construction Plan. A preliminary budget for the CHA Property Improvements (the “**Preliminary Construction Budget**”) is attached hereto as **Exhibit C** and is hereby approved by CHA as a pro forma. A construction schedule for the CHA Property Improvements (the “**Construction Schedule**”) is also attached hereto as **Exhibit C** and is hereby approved by CHA. In the event that unforeseeable circumstances arise (including any instance of Force Majeure Event (defined below), any changes in construction pricing or governmental approvals) or CFTF’s assumptions underlying the Preliminary Construction Budget which have been provided to CHA do not occur, CFTF may propose changes to the Construction Plan, increases to the Construction Budget and/or extensions of the Construction Schedule, provided however, that CHA must provide written approval of any such proposed changes for them to be effective, with such approval not to be unreasonably withheld, conditioned or delayed. Written approval by CHA may be given by executing a designated signature block for CHA on the revised Construction Plan, Construction Budget or revised Construction Schedule, as the case may be. Any CHA approved changes to the Construction Plan, Construction Budget and/or Construction Schedule shall be incorporated into this Agreement as if set forth herein. Any approved revised Construction Budget is a “**Working Construction Budget**”. References in this Agreement to the “Construction Budget” shall be deemed to be a reference to the Preliminary Construction Budget or Working Construction Budget, as applicable in content.

CHA shall act promptly in reviewing and providing a decision regarding any CFTF request to revise the Construction Plan, increase the Construction Budget or extend the Construction Schedule, but in any event within fifteen (15) business days from the receipt thereof. Any

objections by CHA to the updates received from CFTF shall describe in reasonable detail the basis for the objection.

2.5 Monthly Status Reports and Information. Commencing thirty (30) days after the execution of this Agreement and no later than the 15th of each month thereafter, or another date each month as approved by CHA, during which this Agreement is in effect, CFTF shall provide CHA with written progress reports of the previous month in such form as may reasonably be required by CHA on the status of all development and construction activities, including work performed by CFTF's Third Party Contractors, and compliance with the Construction Schedule, as amended pursuant to this Agreement. Such reports shall include monthly expenses against the Construction Budget and when necessary, a proposed revised Construction Budget.

2.6 Resident Participation. CFTF has worked and will continue to work with CHA to consult residents and resident leadership for the ABLA development area in the planning and construction process for the CHA Property Improvements. If requested by CHA, CFTF shall provide quarterly updates on the construction process and shall attend and participate in meetings on the planning, development and construction process, giving careful consideration to residents' suggestions, to the extent practicable.

ARTICLE III

OVERALL DESIGN AND CONSTRUCTION RESPONSIBILITIES

CFTF shall have the responsibility and obligation to:

3.1 Oversee Design and Manage the Design Process. CFTF shall cause the architect(s) and engineers retained by CFTF (the "**Architects**") to, in consultation with CHA, design the CHA Property Improvements in accordance with this Agreement, governmental requirements and the Construction Schedule, as amended. CFTF shall provide all final written documents and drawings prepared by the Architects relating to any aspect of the CHA Property Improvements including, without limitation, schematic design, design development and construction drawings (hereafter referred to as "**CHA Property Improvements Work**") to CHA for review and approval promptly following approval of same by CFTF. CFTF shall further require that the Architects provide a certification that the architect, as appropriate, has reviewed the Construction Plans and that they include design specifications that comply with the requirements of applicable Chicago municipal building code, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 C.F.R. part 8) ("**Rehabilitation Act**"); the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) and its implementing regulation at 28 C.F.R. part 36 ("**ADA**"); the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations issued pursuant thereto (24 C.F.R. part 40) ("**Architectural Barriers Act**"); the Environmental Barriers Act (410 ILCS 25) ("**Environmental Barriers Act**"); the Illinois Accessibility Code (71 Ill. Admin Code 400) ("**Accessibility Code**"); and any other applicable accessibility requirements for construction in the city of Chicago. Any contractor or subcontractors for mechanical, electrical, plumbing, engineering and structural engineering, as applicable, must be appropriately licensed and insured for professional liability in accordance with **Exhibit D**.

3.2 Permits and Other Approvals. CFTF shall be responsible for obtaining all construction permits, licenses, and any other approvals necessary to undertake the CHA Property Improvements Work in accordance with the Construction Schedule, as amended pursuant to this Agreement, including all on-site and off-site utilities, as may be contemplated by the Construction Documents. CFTF shall further be responsible for arranging and covering the costs associated with any survey work needed for the CHA Property Improvements Work. CHA shall cooperate and assist CFTF in obtaining all permits, licenses, and governmental approvals, as needed, including, without limitation, assisting CFTF to realize any cost savings and discounts applicable to construction of the CHA Property Improvements with respect to the above referenced permits, licenses, and governmental approvals, without additional cost to CHA unless otherwise agreed.

3.3 Compliance and Monitoring of Third-Party Contractors. CFTF shall cause the CHA Property Improvements to be designed and constructed in compliance with the permits, the Construction Plan and specifications and all applicable federal, state, county, and local laws, codes, statutes, ordinances, executive orders, rules and regulations in effect now or later and whether or not they appear in this Lease including all provisions of 40 U.S.C. 3141 et seq. (Davis Bacon Act) and 820 ILCS 130/01 through 130/12 (Prevailing Wage Act), as applicable. CFTF shall use commercially reasonable efforts to cause all Third-Party Contractors engaged by CFTF possess the requisite licenses and qualifications necessary for work contracted to them.

3.4 Documents and Drawings. Prior to the commencement of the CHA Property Improvement Work, CFTF shall submit to CHA full construction drawings signed and sealed by licensed Illinois architects and/or structural engineers, as applicable, depicting the CHA Property Improvement Work that CFTF intends to undertake (collectively, “**Construction Submissions**”). CHA shall use reasonable good faith efforts to cause the review of such Construction Submissions within fifteen (15) days after receipt of the same. If resubmission of Construction Submissions is required, CHA shall use reasonable good faith efforts to cause the review of such within ten (10) days after receipt of the same. CFTF shall not undertake any CHA Property Improvement Work until CFTF has received CHA’s approval of the Construction Submissions, which such approval shall not be unreasonably withheld, conditioned or delayed.

3.5 Selection of Third-Party Contractors. The Parties to this Agreement acknowledge that 2 C.F.R. Part 200, which applies to CHA, does not apply to procurements conducted by CFTF. However, CFTF agrees that it shall alert CHA to organizational conflicts of interest as well as any noncompetitive procurement that may restrict or eliminate competition or otherwise restrain trade. As used in this Agreement, the term “conflicts of interest” shall have the meaning generally defined in 2 CFR 200.318(c)(1), as amended from time to time, and the CHA’s Ethics Policy attached at Exhibit F, as amended from time to time. CHA shall have the right to require CFTF to terminate any Third Party Contractor under any current suspension or debarment involving CHA or any federal procurement(s).

Prior to the engagement of any contractor by CFTF to construct and complete the CHA Property Improvement Work, CFTF shall solicit, or shall cause the general contractor to solicit, bids from qualified contractors, and shall submit all bids received to CHA. CFTF shall select the general contractor (and shall cause the general contractor to select subcontractor(s)) submitting the lowest qualified, responsible, and responsive bid who can complete the work in a timely manner.

CFTF shall at all times obtain commercially reasonable pricing from the contractors performing the construction work. Any and all bids or offers may be rejected when it is in CFTF's or CHA's interest to do so. Nothing stated in this Agreement shall be interpreted as to preclude CFTF from entering into negotiations with potential Third-Party Contractors. Moreover, nothing in this Agreement shall be construed as to require CFTF to select Third Party Contractors solely based on price. Other selection factors shall include (but not be limited to) the bidder's or offeror's compliance with the Section 3 Requirement and M/W/DBE (defined below). CFTF shall submit to CHA copies of all contracts and subcontracts entered or to be entered into associated with the CHA Property Improvements Work. CFTF shall respond within five (5) business days (or such other reasonable period of time if such response is not possible in such five (5) business day period) to any questions raised by CHA relating to the procurement and contracting process associated with the CHA Property Improvements Work.

3.6 Assignment of Construction Documents. All of CFTF's interest in drawings, tracings, specifications and other documents prepared by CFTF, any contractor and/or subcontractors to CFTF and used in the implementation of construction of the CHA Property Improvements (the "**Construction Documents**") shall, to the extent commercially reasonable, be assigned to CHA upon Substantial Completion as defined in Section 3.9.I, and CFTF shall use commercially reasonable efforts to include a provision in every contract executed by CFTF that permits the work of each such contractor, subcontractor, supplier, engineer or other consultant to be assigned to CHA upon Substantial Completion. CFTF will be designated as a third-party beneficiary of such contracts as of the effective date of the assignment of such contracts to CHA for the purpose of enforcing the contracts and indemnities.

3.7 Compliance with Section 3 and M/W/DBE Requirements. CFTF shall use best efforts to meet the CHA utilization requirements of Section 3 of the Housing and Urban Development Act of 1968 (hereafter the "**Section 3 Requirement**") and CHA's M/W/DBE requirements and shall submit the required Utilization Plan forms to CHA for review and prior approval, using the form attached as **Exhibit B-2** of this Agreement, in connection with the construction of the CHA Property Improvements. The Section 3 Requirement and the M/W/DBE requirements applicable to this Agreement are contained in **Exhibit B-1** of this Agreement and may be amended from time to time upon thirty (30) days written notice to CFTF. CFTF further agrees to provide monthly compliance reports, or such other reports as may be reasonably required, to CHA's Compliance Department or as otherwise directed. CFTF shall not receive credit for any Section 3 and M/W/DBE utilization required by this section in connection with the construction of the CHA Property Improvements unless CHA has approved CFTF's Section 3 and M/W/DBE Utilization Plan prior to the commencement of construction of the CHA Property Improvements, which approval shall not be unreasonably delayed or withheld. Failure to carry out the goals and policies set forth herein shall constitute a material breach of the Agreement.

3.8 Sworn Statement and Lien Waiver Pre-Disbursement Requirements. CFTF shall obtain and deliver to CHA sworn statements and trailing lien waivers in connection with CFTF's payments to contractors and material suppliers during the construction of the CHA Property Improvements. The required sworn statements and trailing lien waivers shall be in substantially the forms set forth in **Exhibit E**. CFTF shall ensure to keep the CHA Properties free of mechanics liens and liens of any other kind or character. In the event that CFTF is contesting a

lien in good faith at the time such a disbursement is requested, CFTF may provide a commercially reasonable alternate form of security the sufficiency of which shall be in the sole discretion of CHA.

3.9 Construction. CFTF shall be responsible for all predevelopment activities related to the CHA Property Improvements Work in accordance with the terms of this Agreement. Additionally, CFTF shall be responsible for the construction and completion of all CHA Property Improvements Work in accordance with this Agreement and the Construction Documents.

At a minimum, CFTF, either directly or through its Third Party Contractors, shall provide for, among other things, the following services and considerations:

- A. *Construction Contract.* CFTF, or at its election, shall enter into one or more construction contracts with one or more general contractors in connection with the CHA Property Improvements Work. Each such contract shall set either a fixed price or guaranteed maximum price or another pricing mechanism acceptable to CHA (each, a “GC Contract”). CFTF anticipates that each GC Contract will use an AIA standard form with appropriate modifications.
- B. *Insurance, Bonds, and Warranties Required of the General Contractor.* Each GC Contract submitted to CHA for approval shall require the general contractor to provide, at a minimum: (a) insurance required by this Agreement; (b) 100% performance and payment bonds or letters of credit reasonably satisfactory to CHA; (c) a warranty of good title to materials, equipment and supplies performed by such general contractor under the GC Contract; and, (d) to the extent commercially reasonable, a warranty that the work performed by such general contractor under the GC Contract conforms with the Construction Documents and is free of any defect in equipment, material or workmanship performed by the general contractor or any subcontractor or supplier in any tier. The warranties shall continue for a period of not less than one year from the date of final acceptance of the work. All rights under the GC Contract shall be for the benefit of CFTF and its successors and assigns, including CHA, as applicable.
- C. *Monitoring Performance of Contractors.* CFTF shall require the general contractor and its Architects or other consultant(s) to monitor the performance of all persons and entities who are to provide materials, equipment or services in connection with the CHA Property Improvements Work and shall require the Architect or such other consultant(s) to take such actions as are necessary to maintain adherence to quality standards, safety standards, production schedules, shipping dates, and job-site requirements contemplated herein and minimize the disturbance of residents in the immediate area (i.e., controlling dust, noise, etc.).
- D. *Monitoring Project Scheduling.* CFTF shall timely comply with the Construction Schedule as amended pursuant to this Agreement, (subject to Force Majeure Events) and the Construction Documents. During the course of construction, CFTF shall (a) identify potential variances between the actual and contractually-mandated completion dates; (b) identify work not started or incomplete and recommend

adjustments to meet contractually-mandated completion dates; (c) provide CHA with summary reports of its coordination and monitoring activities as required; and (d) take appropriate action when the requirements of any contract are not being satisfied.

- E. *Monitoring Construction Budget.* During construction of the CHA Property Improvements Work, CFTF shall monitor or cause to be monitored the approved Construction Budget. CHA shall be notified of all change orders under the Construction Documents. Change orders which increase the cost of Construction Budget line items in excess of the greater of (i) 10% for any line item of the Construction Budget or (ii) \$50,000, shall be submitted for prior approval to CHA. CFTF shall revise and refine the Construction Budget accordingly during the course of construction. Upon approval of changes to the Construction Budget, the updated budget will be incorporated herein.
- F. *Materials, Storage of Purchased Items, and Security.* CFTF shall cause the general contractor to furnish or, cause its subcontractors and material suppliers to furnish, all equipment, material, and articles furnished under this Agreement shall be in accordance with the Construction Documents, unless otherwise specified herein or specifically approved by CHA. CFTF shall require the general contractor to inspect all equipment, materials, and articles obtained under this Agreement. CFTF shall require the general contractor to monitor the delivery of, and, if necessary, arrange storage, protection and security for all materials, systems and equipment that are to be used in the construction of, or incorporated into, the various components of the CHA Property Improvements. CFTF shall require the general contractor to provide adequate security for the portion of the Construction Site under construction, including, without limitation, prevention of vandalism, theft, trespassing and dumping, and providing and maintaining secure fencing around such portion of the Construction Site and appropriate measures thereof.
- G. *Inspection by CFTF.* CFTF shall require the Architect to guard against defects and deficiencies in design and construction. CFTF shall cause the Architect to conduct frequent, but no less than monthly, inspections of the work of the general contractor and shall verify, using AIA G702 or other form approved by CHA, that the work is being performed in accordance with the Construction Documents. In the event any work inspected is found to be defective or deficient, CFTF shall be responsible to ensure measures are taken to correct the identified defect or deficiency.
- H. *Right of Entry by CHA.* CHA reserves for itself and its authorized agents or authorized contractor and their authorized agents the right to enter the Construction Site during normal business hours to inspect the Construction Site and any work in progress, with reasonable notice, for the purpose of protecting or furthering CHA's interests under this Agreement. For reasons of safety, CFTF may require that a representative of CFTF or the general contractor accompany any person conducting such inspection. The person conducting such inspection shall comply with reasonable safety precautions. CHA shall have no obligation to make any such

inspection of the CHA Property Improvements Work. Such inspections are for CHA's information only and CFTF shall not be relieved of its obligation to complete the construction of the CHA Property Improvements Work in accordance with this Agreement. In no event shall CHA's inspection of the work be deemed acceptance of all or any of the work, equipment, or materials or to waive any right CHA has under this Agreement. CHA will act in good faith to coordinate any such inspections.

- I. *Substantial Completion Inspection.* Upon Substantial Completion of any portion of the CHA Property Improvements Work, CFTF and the Project Architect shall inspect the work to determine and document any outstanding work to be completed (i.e., develop a "punch list"). CFTF shall notify CHA of such inspection and shall allow the CHA's representatives to accompany it on any such inspection. CFTF shall require the general contractor to replace or correct work that does not conform to the Construction Documents. "**Substantial Completion**" means the stage in the progress of the applicable CHA Property Improvements Work is sufficiently complete and satisfactory in accordance with the terms of this Agreement, and for which the Project Architect provides a Certificate of Substantial Completion and a City of Chicago Certificate of Occupancy has been issued and received, as applicable, and such applicable portion of the CHA Property Improvements may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected by CFTF's general contractor.

3.10 Delivery of Final Construction Documents. After completion of all of the CHA Property Improvements Work, CHA shall be furnished with one (1) set of reproducible and the same in electronic format of final drawings of record, final specifications and data sheets; results of any subsurface investigations and environmental testing performed by CFTF, if any; results of civil, structural and hydraulic design calculations; structural calculations; equipment manufacturers' drawings and data, including installation, operating and maintenance instructions, data and parts lists, shop drawings, submittals and warranties from manufacturers, suppliers, and/or installers, if any.

3.11 Indemnification by CFTF. CFTF shall indemnify, defend, and hold harmless CHA, its official, officers, employees, agents and contractors from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees and costs of litigation) arising out of or relating to any injury or death of persons or damage to or loss of property resulting from or in connection with any breach of CFTF, or any of its respective officers, affiliates, agents, employees, contractors, and subcontractors of any material provision of this Agreement or any negligence, or intentional bad act of CFTF or any of its respective officers, affiliates, agents, employees, contractors, and subcontractors in connection with the activities performed under this Agreement (collectively "**Claims**"). The obligations, indemnities, and liabilities of CFTF under this Section 3.11 shall not extend to any liability caused by the negligence or misconduct of CHA or its respective officers, employees, affiliates, contractors, subcontractors, or agents. CFTF's liability shall not be limited by any provisions or limits of insurance set forth in this Agreement. CFTF's obligations under this section shall survive termination of this Agreement.

3.12 Insurance Requirements. CFTF shall carry and pay for or cause its contractors or subcontractors to carry and pay for the insurance coverage detailed in **Exhibit D**. Should any terms of this Section 3.12 conflict with the terms of **Exhibit D**, this Section 3.12 shall govern.

In the event that CFTF or any of CFTF's contractors fails to maintain any insurance in compliance with the terms of **Exhibit D**, solely because of a downgrade of the insurance carrier's rating, CFTF shall have ten (10) business days, after such downgrade, to obtain, or cause the policy holder to obtain, new coverage that complies with the requirements of **Exhibit D** before such downgrade becomes an Event of Default pursuant to Section 6.1 hereof, so long as the existing coverage remains in effect until the new coverage becomes effective.

ARTICLE IV

CFTF COMPLIANCE WITH CONSTRUCTION SCHEDULE

4.1 Covenants to Comply and Right to Proceed. Subject to the conditions and limitations contained in this Agreement, CFTF covenants to use commercially reasonable efforts to achieve each of the deadlines in the Construction Schedule, subject to Force Majeure Events, as amended pursuant to this Agreement, in accordance with the terms of this Agreement. CFTF's failure to comply in all material respects with the Construction Schedule, subject to Force Majeure Events, shall result in an Event of Default under Section 6.1 (subject to all applicable cure periods) and CHA shall have the right to exercise its remedies under this Agreement including without limitation, termination of this Agreement in whole or in part for cause. The obligations in this Section shall survive until achievement of all construction deadlines are met related to the CHA Property Improvements Work.

4.2 Achievement of Construction Schedule Deadlines. Upon the achievement of any deadline set forth in the Construction Schedule, as amended pursuant to this Agreement, and at the request of CFTF, CHA shall issue a written Certificate of Completion with respect to such deadline that shall constitute CHA's confirmation that the deadline has been completed in compliance with this Agreement and CHA's acceptance of the CHA Property Improvement that is the subject of the Certificate of Completion.

ARTICLE V

DUTIES/RESPONSIBILITIES OF CHA

5.1 Access to the CHA Property. Prior to the commencement of the construction associated with any of the CHA Property Improvements Work, CHA will provide CFTF and its contractors reasonable access and right to enter the CHA Property to enable CFTF to perform such investigations and perform such pre-construction work as CHA may deem reasonably necessary. Such access will be provided through a written Right of Entry Agreement executed by the Parties. CHA agrees that requests for access will not be unreasonably conditioned, delayed or withheld.

ARTICLE VI

TERMINATION AND DEFAULT

6.1 Events of Default by CFTF. The events of Default described in the Ground Lease are applicable and incorporated by reference into this Agreements.

In addition to the foregoing, any of the below shall further constitute an Event of Default:

- A. subject to those certain extensions and cure periods set forth in this Agreement, including, without limitation, Section 2.4, the failure to commence and/or complete all of CHA Property Improvements;
- B. failure to maintain the levels of insurance coverages required under this Agreement; or
- C. subject to those certain extensions and cure periods set forth in this Agreement, including, without limitation, Section 2.4, the failure to adhere to the Construction Schedule for any portion of the CHA Property Improvements Work, subject to a Force Majeure Event.

6.2 CFTF Default. CFTF shall be deemed to have defaulted under this Agreement (“**CFTF Default**”) if CFTF shall fail to perform or observe any other material obligation, term or provision under this Agreement and such failure continues beyond thirty 30 days after written notice from CHA to CFTF specifying such Event of Default, unless such default is not capable of being current within such thirty (30) day period in which event such thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure such default so long as CFTF is diligently pursuing such cure, provided that in no event shall any such cure period exceed one hundred eighty (180) days in the aggregate, provided that no such event shall constitute an Event of Default or CFTF Default if such performance is excused or delayed due to the existence of a Force Majeure Event.

6.3 Force Majeure Event. The term “Force Majeure Event” and “Force Majeure Events” shall have the same meaning as “Unavoidable Delay” under the Lease. If CFTF is delayed in complying with the Construction Schedule, as amended pursuant to this Agreement, or CHA is delayed in complying with its obligations under this Agreement due to a Force Majeure Event, then CFTF’s or CHA’s time for performance under this Agreement shall be extended for a period of time corresponding to the period by which CFTF’s or CHA’s performance is delayed due to such Force Majeure Event, provided, however, that CFTF or CHA, as the case may be, must deliver notice to the other Parties upon the occurrence of such causes.

6.4 CHA Default. CHA shall be deemed to have defaulted under this Agreement (“**CHA Default**”) if CHA materially breaches any obligation herein and CFTF shall have provided written notice thereof to CHA and CHA shall have failed to cure such breach within thirty (30) days after the receipt of such notice of default, unless such default is not capable of being cured within such thirty (30) day period in which event such thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure such default so long as CHA is diligently pursuing such cure, provided that in no event shall any such cure period exceed one hundred eighty

(180) days in the aggregate, provided that no such event shall constitute a CHA Default if such performance is excused or delayed due to the existence of a Force Majeure Event.

6.5 Termination for Convenience. CHA may terminate this Agreement, in whole or in part, whenever CHA determines that such termination is in its best interest. Any such termination for convenience shall be effected by delivery to CFTF of a notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the date upon which such termination becomes effective.

6.6 CHA's Liability to be Credit. CHA's liability arising pursuant to this Article shall be credited against the \$3,000,000 construction obligation of CFTF. In no case shall CHA's liability exceed the Residual Amount.

ARTICLE VII

REMEDIES

7.1 Remedies. During the existence of a CFTF Event of Default or a CHA Default, and, where applicable, the expiration of any cure period provided under this Agreement, the non-defaulting party may pursue any or all of the following remedies:

- A. terminate the Agreement;
- B. in accordance with the terms of the Lease, bring a court action against the defaulting party for its actual damages; and
- C. seek any other available legal or equitable remedy set forth in the Lease.

The remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

7.2 Additional CHA Remedies. In addition to the remedies described elsewhere in this Agreement, during the existence of a CFTF Event of Default, CHA may pursue one or more of the following:

- A. terminate the Agreement in part;
- B. require CFTF to pay for the actual costs, including but not limited to reasonable attorneys' fees, incurred by CHA as a result of CFTF's failure to comply with any construction schedule, as amended pursuant to this Agreement;
- C. reduce the scope of CFTF's work under the Agreement;
- D. require CFTF, within a time period established by CHA, to prepare a revised plan for implementation at CFTF's expense; or

E. require CFTF to terminate defaulting contractors, subcontractors or material providers.

CHA shall have the right to (a) take such measures as CHA deems necessary to correct any CFTF Event of Default hereunder and thereafter demand payment for such actual expenses from CFTF. CHA's exercise of its right to these additional remedies shall not constitute a waiver of rights to enforce other remedies available.

7.3 Assignment of Work Product Following Termination. Upon termination of this Agreement, CFTF shall use commercially reasonable efforts to require the Project Architect or other design professional, as applicable, to grant ownership rights or assign to CHA its interests in all Construction Assets not previously assigned to CHA.

ARTICLE VIII

MISCELLANEOUS.

8.1 Notices. All notices, requests, approvals, demands and other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand, sent by nationally recognized overnight courier, or by registered or certified mail, return receipt requested, addressed as follows (provided, that any time period for responding to any such communication shall not begin to run until such communication is actually received or delivery is refused):

CHA:	Chicago Housing Authority 60 East Van Buren Street Chicago, Illinois 60605 Attention: Chief Executive Officer
with copies to:	Chicago Housing Authority Office of the General Counsel 60 East Van Buren Street Chicago, Illinois 60605 Attention: Chief Legal Officer
and to:	Neal & Leroy, LLC 20 South Clark Street, Suite 2050 Chicago, Illinois 60603 Attn. Jeanette Sublett jsublett@nealandleroy.com
If to CFTF:	Chicago Fire Training Facility, LLC 400 N. Michigan Avenue, Suite 350 Chicago, Illinois 60611 Attention: Ari Glass, Head of Real Estate

Email: ari.glass@mansuetoffice.com

with a copy to: Chicago Fire Football Club, LLC
1 N. Dearborn, Suite 1309
Chicago, IL 60602
Attn. Laura Warren, General Counsel

with a copy to: DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Mariah DiGrino
Email: Mariah.DiGrino@us.dlapiper.com

8.2 Timeliness of Performance. TIME IS OF THE ESSENCE with respect to performance of each of the Parties' obligations under this Agreement.

8.3 Assignment. This Agreement shall not be assignable by any Party, except upon written consent of the other Party.

8.4 Disclaimer of Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of HUD or the CHA, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limit or general partnership, joint venture, or any association or relationship. In addition, there are otherwise no third party beneficiaries of this Agreement and no third party shall have any rights under this Agreement.

8.5 Counterparts. This Agreement may be executed in .pdf counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

8.6 Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it, but shall be construed as though prepared by the Parties, as applicable. This Agreement shall be construed, interpreted, and governed by the laws of the State of Illinois.

8.7 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed severed from this Agreement, and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

8.8 Parties Bound. No officer, director, shareholder, member, manager, employee, agent, or other person authorized to act for and on behalf of any party hereto shall be personally liable for any obligation, express or implied, hereunder.

8.9 Final Agreement. Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between CHA and CFTF with respect to the subject matter herein and, except as set forth in this Agreement with respect to the Lease and Exhibit G to the

Lease, supersedes all prior negotiations, understandings and agreements between CHA and CFTF, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

8.10 Modification of Agreement. This Agreement may not be altered, modified, rescinded, or extended orally.

8.11 Conflict of Interest. CFTF covenants that neither it nor any of its directors, officers, members, managers, partners or employees has any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder, including the causing of CHA to suffer a conflict of interest. CFTF further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or shall subcontract with it to perform duties under this Agreement.

8.12 Waivers. The failure of any party to insist in any one or more cases upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged.

8.13 Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

8.14 Certain Approvals. Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, conditioned or delayed.

8.15 References to this Agreement. All references to this Agreement shall include all documents and exhibits incorporated by reference.

8.16 Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

8.17 Construction. Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

8.18 Parties to Execute. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

[Signature Pages Follow]

[signature page to Agreement to Construct CHA Property Improvements]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized signatories on or as of the date first written herein.

CHA:

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

By: 
Tracey Scott
Chief Executive Officer

CFTE:

CHICAGO FIRE TRAINING FACILITY, LLC,
a Delaware limited liability company

By: 
Name: Pawel Szynalik
Title: Chief Financial Officer

EXHIBIT A

PRELIMINARY DEPICTION OF THE CONSTRUCTION SITES

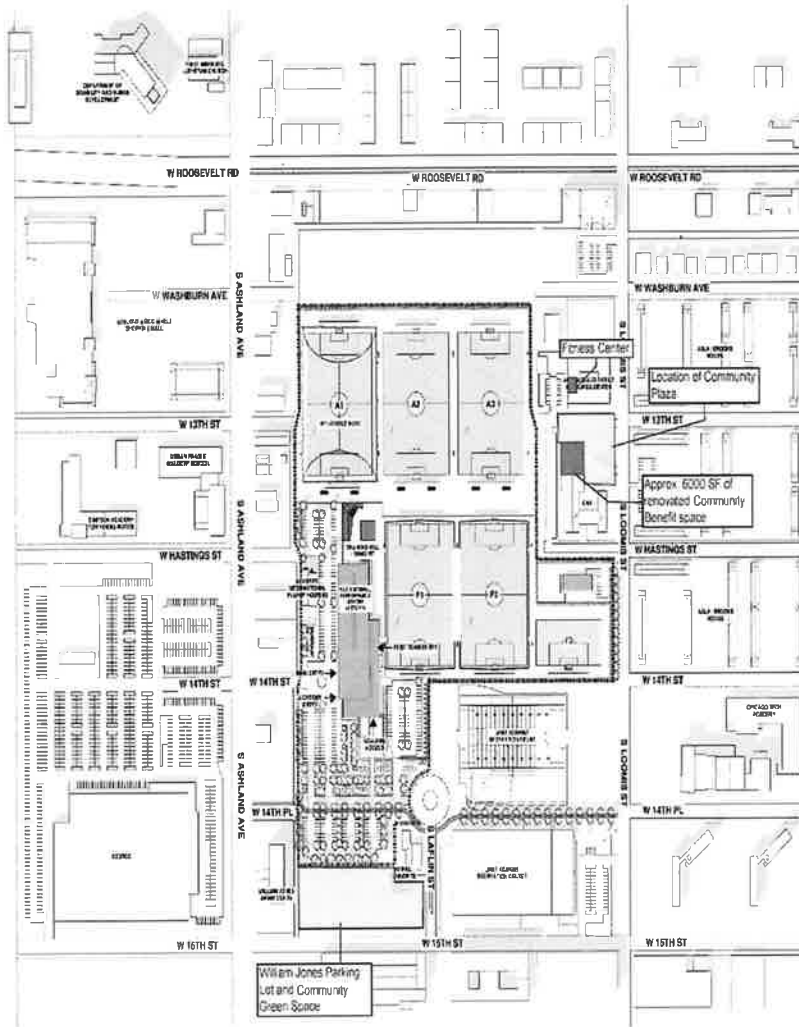


EXHIBIT B-1



Chicago Housing Authority Diversity and Inclusion Contract Requirements

In its procurement of goods and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA values contract diversity and is committed to strengthening workforce development and economic opportunities for low-income workers, and Minority, Women, and Disadvantaged Business, including Section 3 Businesses.

1. Summary of Contract Requirements

Type of Contract	M/W/DBE	Section 3 (Labor Hours)	S3 Business subcontracting (> \$250,000)	Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional Service (licensure required)	Yes	No	Yes	No
Professional Service (non- licensure required)	Yes	Yes	Yes	No
Professional Services (direct services to residents)	Yes	Yes	No	No
Material & Supply	Yes	No	Yes	No

* if not self-performing

Minimum Thresholds for Contract Diversity:

Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum **thresholds** for all contracts over \$50,001. The percentage is required for the entire project amount and not limited to CHA's funding.



**Chicago Housing Authority
Diversity and Inclusion
Contract Requirements**

Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA’s written approval.

Section 3 Business Subcontracting – For contracts >\$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. CHA establishes minimum thresholds. To locate a Section 3 Business visit the [Workforce Opportunity Resource Center \(WORC\)](#) site. Professional Services that directly provide support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA’s written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA’s Workforce & Education Fund.

Section 3 Labor Hours

CHA supports HUD’s Section 3 requirement which counts labor hours. All applicable contracts **require at least 25% of the labor hours** performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Gnow and/or LCPTracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

Davis Bacon and Minimum Wage Requirements:

The Davis-Bacon & Related Acts apply to construction contracts over **\$2,000** and ensures that all construction employees are paid under the US Department of Labor’s wage decision. Union contractors must ensure that Davis-Bacon wages are met, in accordance with the contract.

All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent’s covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally imposed wage rate (24 CFR 965).

The following chart indicates the goals set by the CHA for each type of contract.

Minimum Thresholds

Type of Contract	Contract Amount	MBE/WBE/DBE Participation	Section 3 Business Subcontracting (>\$250,000)	Section 3 Labor Hours (25% of which 5% is through
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**Chicago Housing Authority
Diversity and Inclusion
Contract Requirements**

				CHA resident hires)***
Construction	\$50,001+	30%	10%	25%
Supply & Delivery	\$50,001 +	20%	3%*	N/A
Professional Services	\$50,001 +	20%	3%**	25%

*Or indirect **excludes direct support service providers *** Required regardless of contract amount

1. Utilization Plan:

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

Document Name	To be Completed By	Details
Utilization Plan (UP) M/W/DBE and Section 3 Businesses	Prime Contractor	This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.
Letter of Intent	Each M/W/DBE and Section 3 subcontractor listed on the UP including a self-performing Prime Contractor	If a Prime is a M/W/DBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is MWD/BE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.
Letter of M/W/DBE Certification	Each M/W/DBE listed on UP, including a self-	This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.



**Chicago Housing Authority
Diversity and Inclusion
Contract Requirements**

	performing Prime Contractor	
Waiver Request-M/W/DBE	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.
Other Economic Opportunities (OEO)	Prime Contractor	If vendor is unable to subcontract to a Section 3 Business in full or in part they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.

2. Reporting Requirements:

Contract Requirement	System	Details
Construction Contracts	LCPtracker	Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.
Professional Services	B2GNow	Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.

Additional Information:

(a) COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT: A business that is both self-identified /certified as a Section 3 Business and certified as a M/W/DBE will count towards subcontracting requirements for both the M/W/DBE and Section 3 sub-contracting requirements.



Chicago Housing Authority Diversity and Inclusion Contract Requirements

(b) PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS: In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable: a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) Youthbuild participants; and d) resident of the metropolitan area.

(c) SUBSTITUTION/REMOVAL OF SUBCONTRACTOR: A prime contractor that needs to remove or substitute a subcontractor on its approved utilization plan must submit a written request for the removal or substitution of the subcontractor concerned. Only when Department of Procurement and Contracts (DPC) approves such a request in writing can the removal or substitution of the subcontractor be done by the prime contractor. Under no circumstance should a prime contractor unilaterally remove or substitute a subcontractor on its CHA/HUD-funded contract without prior approval by DPC.

Definitions

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

Davis-Bacon and Related Acts directs the US Department of Labor to determine prevailing wage for construction projects.

Indirect Participation refers to the value of payments made to MWD/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.

Additional information on CHA's contract requirements and forms can be found at www.thecha.org/doing-business.

EXHIBIT C

CONSTRUCTION PLAN, BUDGET AND SCHEDULE

Statement of Work

The Chicago Fire has allocated four million dollars for improvements to CHA property to include the creation of a Community Center within the current ABLA management/warehouse facility, improvements at Jane Addams Family Resource Center, a parking lot at William Jones Senior Housing property, and a community plaza identified on the site plan following.

The exact scope of work for each parcel will be determined by cost estimates provided by the Chicago Fire and what will be achievable with the money provided. The scope of work and construction schedule will be agreed upon with the ABLA Community Planning Committee and the CHA.

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the commencement of work covered under this Agreement, Tenant's general contractor ("**Contractor**") shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may arise from or in connection with services performed under this Agreement and from the negligent acts, omissions and errors of Contractor, its officers, agents, representatives or employees. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

If the Contractor maintains broader coverage and/or higher limits for the general liability insurance than the minimum requirements set forth below, then CHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of general liability insurance and coverage shall be available to CHA.

In the event that Contractor utilizes subcontractors to perform any services under this Agreement on its behalf, Contractor shall require and verify that such subcontractors maintain the minimum insurance required herein or as appropriate for the work performed and Contractor shall confirm that CHA is included as an additional insured on subcontractor's liability insurance.

Minimum Coverage and Limit Requirements – Construction Contracts

1. **Commercial General Liability:** General Liability Insurance on an occurrence basis with limits not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury, endorsed with a waiver of subrogation in favor of Tenant and Landlord.
2. **Workers' Compensation and Employer's Liability:** Coverage must be in accordance with the laws of the State of Illinois and endorsed with waiver of subrogation in favor of Chicago Housing Authority.
 - o Coverage A – Statutory Limits
 - o Coverage B - Employers Liability - \$500,000 bodily injury or disease each accident; each employee
3. **Auto Liability:** Required when any vehicles (owned, hired and/or non-owned) are used in connection with the services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage, endorsed with waiver of subrogation in favor of Tenant and Landlord.

4. **Professional Liability:** Coverage is required when services are performed by licensed professionals and/or scope involves performing any design, engineering, surveying, testing, or other professional services. Professional Liability insurance appropriate to the Contractor's profession shall provide coverage for the acts, errors, or omissions with a limit of not less than \$1,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years following termination of Agreement.

5. **Contractor's Pollution Liability:** Coverage required when work involves environmental or remedial hazardous material operations such as asbestos, mold, or other hazardous materials, etc. Contractor and/or Subcontractor must carry a Contractor's Pollution Liability policy with limits not less than \$5,000,000 for bodily injury, personal injury, and property damage, including clean-up costs, transportation of hazardous materials to a permanent disposal facility, whether activities are performed by Contractor or by anyone directly or indirectly employed or otherwise contracted by Contractor. The policy shall be written on an occurrence basis and shall include CHA as an additional insured on a primary and non-contributory basis, endorsed with waiver of subrogation in favor of Tenant and Landlord.

6. **Excess Liability:** Shall follow the form of all primary coverage requirements as outlined above in the amount of not less than Five Million Dollars (\$5,000,000) in excess of all other coverages required. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

Related Insurance Requirements

Prior to the issuing of a Notice to Proceed by CFTF, CFTF or its Contractor shall submit a Certificate of Insurance via an email to the CHA Procurement Specialist, evidencing compliance with the insurance requirements set forth above. The Certificate of Insurance evidencing the minimum coverages required herein shall be in force on the Effective Date of the Contract and continuously throughout the duration of the construction of the CHA Property Improvements.

It is understood and agreed to by the parties hereto that CHA shall be included as Additional Insureds on Contractor's liability policies, with the exception of Professional Liability and Employer's Liability and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to CHA.

Certificate Holder: Chicago Housing Authority
60 East Van Buren Street
Chicago, IL 60605

Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be the primary policy. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the Contractor.

The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract and must be received prior to the commencement of work under this Agreement. Copies of the endorsement(s) adding CHA to Contractor's policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall the Contractor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.

At CHA's option, after written notice and 48 hours to cure, Contractor's non-compliance with the insurance requirements may result in Contractor's removal from the premises. The receipt of any certificates does not constitute agreement by CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to CHA in the event coverage is substantially changed, canceled or non-renewed.

CHA in no way warrants that the minimum limits contained herein are sufficient to protect CHA from liabilities that might arise out of the performance of the work under this Agreement by Contractors or its Subcontractors. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Contractor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance.

Contractor may either carry themselves or require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above.

CFTF and Contractor expressly understand and agrees that any insurance or self-insurance programs maintained by CHA shall apply in excess of and will not contribute with insurance provided by CFTF, Contractor and/or any of its subcontractors.

EXHIBIT E

FORM OF SWORN STATEMENT AND LIEN WAIVER

Contractor's Sworn Statement

STATE OF _____
 COUNTY OF _____ Escrow No. _____
 The affiant, _____ (NAME) being first duly sworn, on oath deposes and says
 that he/she is _____ (TITLE) of _____ (CONTRACTOR)
 that has a contract with _____ (OWNER), owner of the following described premises in
 _____ (COUNTY), _____ (STATE), to wit: _____
 _____ (PROJECT ADDRESS).

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and are done or are doing labor on said improvement. That there is due and to become due the, respectively, the amounts set opposite their names for materials or labor related. That this statement is a full, true and complete statement of all such persons, and of the amounts paid.

1	2	3	4	5	6	7
Name, Address, and Telephone Number	Type of Materials/Labor Furnished	Contract Amount (Including extras and credits)	Net Previously Paid	Net Amount of Current Payment	Total Retention Including This App.	Balance Due (Including retention)
TOTAL						

Contractor's Sworn Statement

SUMMARY

Amount of original contract	\$ _____	Work completed to date	\$ _____
Extras to contract	\$ _____	Less % retained	\$ _____
Total contract and extras	\$ _____	Net amount earned	\$ _____
Credits to contract	\$ _____	Net previously paid	\$ _____
Adjusted to total contract	\$ _____	Net amount to this payment	\$ _____
		Balance to become due (including retention)	\$ _____

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

(SIGNATURE)

(TITLE)

STATE of _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

(NOTARY PUBLIC)

Contractor's Sworn Statement

EXHIBIT F

CHA ETHICS POLICY

**CHA
ETHICS POLICY**



CHA

CHICAGO HOUSING
AUTHORITY™

Approved by the Board
September 21, 2021

Chicago Housing Authority
Ethics Policy

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Chicago Housing Authority
Ethics Policy

Section 1: PURPOSE

This Ethics Policy (Policy) is designed to ensure the highest ethical conduct by all Chicago Housing Authority Officers and employees and that they are, at all times, acting in the best interests of the Chicago Housing Authority (CHA). This Policy provides Officers and employees with guidelines to help them: understand potential ethical problems before they develop; prevent potential conflicts of interest; and recognize and avoid behaviors not compatible with their position of public trust.

Section 2. GENERAL

Fiduciary Duty

Officers and Employees owe an unwavering fiduciary duty to the CHA in the performance of their duties.

Applicability

This Policy applies to all CHA Officers and Employees, and by contract to certain CHA Contractors and Subcontractors. All Officers, Employees, and Contractors shall read the Policy, familiarize themselves with its contents, and agree to adhere to its provisions. Each Officer and Employee shall complete, on an annual basis, training designed to educate them of their duties and responsibilities under this Policy or be subject to a fine of \$500.00.

All CHA contracts shall include a provision requiring compliance with this Policy.

Any Officer, Employee, or Contractor who violates this Policy may be subject to sanctions, up to and including immediate removal from office, termination of employment, or cancellation of a contract and debarment from future contracts.

Code of Conduct

The Code of Conduct guides the conduct of every Officer and Employee of the CHA. The Code of Conduct is based upon certain values each Officer and Employee is expected to live by each day, including:

- We are public servants who must place loyalty to the CHA and the federal and Illinois constitutions, and laws above our private gain or interest.
- We will give a full day's work for a full day's pay and put forth honest effort in the performance of our duties.
- We will treat members of the public with respect and be responsive and

**Chicago Housing Authority
Ethics Policy**

forthcoming in meeting their requests for information.

- We will act impartially in the performance of our duties, make no unauthorized promises purporting to bind the CHA, or engage in any business or financial transaction that is contrary to the interests of the CHA or outside of our duties and responsibilities.
- We will never use, for private gain, any nonpublic information obtained through the performance of CHA work.
- We will protect and conserve CHA property and resources using them only for authorized purposes or activities.
- Disclose waste, fraud, abuse, and corruption to the appropriate authorities.
- We will adhere to all applicable laws and regulations that provide equal opportunity for all persons regardless of race, color, religion, gender, national origin, age, sexual orientation, or disability.

Section 3. DEFINITIONS

For the purpose of this Policy:

- a. "Administrative action" means any decision on, or any proposal, consideration, enactment or making of any rule, regulation, or any other official non-ministerial action or non-action by any department, or by any Officer or Employee of any department, or any matter which is within the official jurisdiction of the Chief Executive Officer.
- b. "Board of Commissioners" means the governing body of the CHA which establishes, approves, and/or enacts policies for the CHA.
- c. "Business Relationship" means any association, agreement, or connection that creates a financial interest on the part of the Officer or Employee, or the spouse or domestic partner of the Officer or Employee.
- d. "CHA" means the Chicago Housing Authority.
- e. "Compensated time" means any time worked by or credited to an Employee that counts toward any minimum work time requirement imposed as a condition of employment with the CHA, but does not include any designated CHA holidays or any period when the Officer

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or Employee is on an approved vacation or leave of absence.

- f. "Compensation" means money, anything of value, or other pecuniary benefit paid, or to be paid, in return for, or as reimbursement for, services rendered or to be rendered.
- g. "Contract management authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a CHA contract, including without limitation the preparation of the specifications, evaluation of bids or proposals, negotiation of contract terms, or supervision of performance.
- h. "Contractor" means any Person (including his agents or employees acting within the scope of their employment) who (1) is paid from CHA funds for services to the CHA in connection with a bid or contract with the CHA (or a subcontract under a CHA bid or contract), or (2) is doing business with the CHA.
- i. "Covered relative" means the spouse or domestic partner of an Officer or Employee, or a member of the immediate family and relatives residing in the same residence with an Officer or Employee.
- j. "Doing business" means any one or combination of sales, purchases, leases, or contracts or subcontracts for goods or services to, from, or with the CHA in an amount in excess of \$10,000.00 in any 12 consecutive months.
- k. "Employee" means a person hired by the CHA, whether part-time or full-time, but excludes paid and unpaid members of the Board of Commissioners and Contractors.
- l. "Ethics Officer" means the person responsible for monitoring and enforcing the CHA Ethics Policy.
- m. "Expenditure" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.
- n. "Financial interest" means any and all, partial or total, present or future right held by an Officer or Employee to some profit, distribution, or benefit that is valued at, or has an estimated value of, more than \$1,000.00, provided that such right shall not include:
 - the authorized compensation paid to an Officer or Employee for any office or employment;
 - a time or demand deposit in a financial institution;
 - an endowment or insurance policy or annuity contract purchased from an

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insurance company;

- any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;
 - any ownership through purchase at fair market value or inheritance of not more than \$15,000.00 worth of the shares of a corporation or any corporate subsidiary, parent or affiliate thereof regardless of the dividends on such shares if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or
 - any ownership by a current Officer or Employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before the effective date of this Policy.
- o. "Gift" means the voluntary transfer of property from one person to another without fair-market-value consideration.
- p. "Immediate family" means spouse or domestic partner, child, mother, father, brother, or sister.
- q. "Instrument of ownership" means deeds, common or preferred stock certificates, rights, warrants, options, bills of sale, interests in proprietorships, partnerships, joint ventures, and beneficial interests in trusts and land trusts.
- r. "Officer" means any paid or unpaid member of the CHA Board of Commissioners. In the event the Central Advisory Council (CAC), a Local Advisory Council (LAC), or any similar advisory body adopts this Ethics Policy, "Officer" means any member of the CAC, LAC, or advisory body.
- s. "Person" means any individual, entity, corporation, limited liability company, partnership, sole proprietorship, firm, association, union, trust, estate, as well as any parent, subsidiary, officer, agent, or employee of any of the foregoing, whether or not operated for profit.
- t. "Political Contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check or draft, through a payroll deduction or allotment plan, by

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pledge or promise, whether or not enforceable, or otherwise, for purposes of influencing in any way the outcome of any election. For the purposes of this definition, a political contribution does not include:

- A loan made at a market rate by a lender in the ordinary course of business;
 - The use of real or personal property and the cost of invitations, food, and beverages, voluntarily provided by an individual in rendering voluntary personal services on the individual's residential premises for candidate-related activities, provided the value of the service provided does not exceed an aggregate of \$150.00 in a reporting period; or
 - The sale of any food or beverage by a vendor for use in a candidate's campaign at a charge less than the normal comparable charge, if such charge is at least equal to the cost of such food or beverage to the vendor.
- u. "Political fundraising committee" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee, or other entity.
- v. "Political Activity" means any action, effort, or participation directed toward the success or failure of a political party, candidate for partisan political office, or partisan political group, including but not limited to:
- Preparing for, organizing, or participating in any partisan meeting, rally, demonstration, or other event.
 - Soliciting contributions, including but not limited to purchasing, selling, distributing, or receiving payment for tickets for any political fund-raiser, meeting, or other event.
 - Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
 - Planning, conducting, or participating in a public opinion or voter outcome poll in connection with any candidate for partisan office or referendum question or on behalf of a partisan organization.
 - Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

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- Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping to get voters to the polls.
 - Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
 - Managing, working on, or providing any services for a campaign for elective office or for or against any referendum question.
 - Campaigning for any elective office or for or against any referendum question.
 - Serving as a delegate, alternate, or proxy to a political party convention.
 - Participating in any recount or challenge to the outcome of any election.
- w. "Relative" means a Person who is related to an Officer or Employee as spouse, domestic partner, fiancé, or fiancée or as any of the following, whether by blood, marriage, or adoption: parent, child, brother or sister, aunt or uncle, first cousin, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, or the grandfather or grandmother of the Person's spouse, domestic partner, fiancé, or fiancée.
- x. "Resolution" means any amendment, initiative, report or any other matter enacted or pending or proposed to the Board of Commissioners or a committee or a subcommittee.
- y. "Seeking to do business" means taking any action within the past six (6) months or expecting to take any action within the next six (6) months, to obtain a contract from, or enter into any enterprise with, the CHA.

Section 4: SUBSTANTIVE CODE OF CONDUCT PROVISIONS

Duty to Report Corrupt or Unlawful Activity or Any Violation of CHA Policy

Every CHA Officer, Employee, or Contractor shall report, directly and without undue delay, to the CHA Inspector General or CHA Ethics Officer, any information concerning conduct which such Officer or Employee knows or should reasonably know to involve corrupt or unlawful activity or any violation of CHA Policy by: (a) another CHA Officer or Employee which concerns such Officer's or Employee's office or employment; or (b) any Person in the course and scope of dealing with the CHA or the performance of CHA work.

Any Officer or Employee who knowingly fails to meet this duty to report shall be subject to

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sanctions, including removal from office or discharge. A CHA Contractor's knowing failure to meet this duty to report shall constitute an event of default under the contract.

Every CHA Officer, Employee, and Contractor shall cooperate with any investigation by the CHA Inspector General or the CHA Ethics Officer.

Protection from Retaliation

The CHA strictly prohibits any form of retaliation. Retaliation is any adverse action, including reprimand, discharge, suspension, demotion, denial of promotion, transfer, or a change in the terms and conditions of employment, taken against any Employee who, in good faith, engages in "protected activity" including:

- Discloses or threatens to disclose an activity, policy, or practice of any Officer, Employee, or Contractor that the Employee or other Person reasonably believes evidences an unlawful use of CHA funds or CHA funding for actions performed by or on behalf of the CHA; unlawful use of official authority, or other unlawful official conduct that poses a substantial and specific danger to public health or safety by any Officer, Employee or Contractor; or any other violation of a law, rule, or regulation or CHA policy by any Officer, Employee, or Contractor that relates to their work performed for, or on behalf of, the CHA.
- Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any official activity, policy, or practice described above.
- Reports to, cooperates with, or assists the CHA Inspector General or Ethics Officer in the performance of their respective offices.

The CHA prohibits retaliation even if the concerns raised are not confirmed following an investigation. But an employee may be subject to adverse action if the employee knowingly made a false allegation, provided false or misleading information in the course of an investigation, or otherwise acted in bad faith.

This prohibition against retaliation does not exempt employees from the consequences of their own misconduct or inadequate performance, and self-reporting such issues does not prevent the CHA from managing employee performance and addressing conduct issues after an employee has engaged in protected activity, so long as the protected activity is not the reason for the performance management.

If any retaliation occurs in violation of this section, the CHA shall take such actions within its power to remedy the negative effects of such retaliation.

Improper Influence

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No Officer or Employee shall make, participate in making, or in any way attempt to use his position to influence any CHA decision or action in which he knows, or has reason to know, he has any Financial interest distinguishable from that of the general public.

Conflicts of Interest; Appearance of Impropriety

A conflict of interest exists whenever the personal interests of an Officer or Employee are inconsistent with —i.e., conflict with — the interests of the CHA. While employed at, or serving as an Officer for, the CHA, the primary business loyalty of that Officer or Employee must lie with the CHA. As a result, an Officer or Employee must not engage in activities outside of work that create a possible conflict of interest. An actual conflict of interest need not exist to constitute a violation of the Policy. Activities that create the appearance of conflict of interest must also be avoided.

No Officer or Employee shall make or participate in the making of any policy, or governmental or administrative decision, with respect to any matter in which he or she has any Financial Interest distinguishable from that of the general public, or from which he or she has derived any income or compensation during the preceding 12 months or from which he or she reasonably expects to derive any income or compensation in the following 12 months.

To avoid even the appearance of impropriety, any Officer who: (a) has any Financial Interest in any matter pending before the CHA; or (b) has a Business Relationship with a Person or entity with a matter pending before the CHA Board of Commissioners or any board committee that requires board action, shall publicly disclose the nature and extent of such Financial Interest or Business Relationship on the records of proceedings of the Board of Commissioners. The Officer shall also notify the Ethics Officer of such interest within 72 hours of delivery of information regarding the matter to the board member, or as soon thereafter as the member is or should be aware of, such potential conflict of interest.

The Officer or Commissioner may recuse himself/herself in the event of a conflict of interest. Where there is the potential for the appearance of a conflict of interest, the Officer or Commissioner may abstain from voting on the matter but shall be counted present for purposes of a quorum.

Any Employee who has a Financial interest in any matter pending before the CHA shall disclose the nature of such interest to the Ethics Officer and, if the matter is pending in his or her own department, to the head of the department within 72 hours of when the Employee is, or should be, aware of the pendency of the matter. This section does not apply to applications for health, disability or workers' compensation benefits.

Interest in CHA Business

No Officer or Employee shall have a Financial Interest in his or her own name or in the name of any other Person in any contract, subcontract, work or business of the CHA, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is

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paid with funds belonging to or administered by the CHA. Compensation for property taken pursuant to the CHA's eminent domain power shall not constitute a Financial interest within the meaning of this section.

No Officer or Employee who has Contract management authority over any contract, work, or business of the CHA shall have a Financial Interest in any entity which is a Contractor or otherwise a party to that contract, work, or business.

Unless sold pursuant to a process of competitive bidding following public notice, no Officer or Employee shall have a Financial interest in the purchase of any property that (a) belongs to the CHA or (b) is sold by virtue of legal process initiated by the CHA. No Officer or Employee shall engage in a transaction described in this section unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

Representation of Other Persons

No Officer or Employee may represent any Person other than the CHA in any formal or informal proceeding or transaction before the CHA; provided that nothing in this subsection shall preclude any Officer or Employee from performing the duties of his office or employment.

No Officer or Employee may represent, or derive any income, compensation, or other tangible benefit from the representation of, any Person in any judicial or quasi-judicial proceeding, before any administrative agency or court in which the CHA is a party and that Person's interest is adverse to that of the CHA, or in any judicial or quasi-judicial proceeding before any administrative agency or court in which the CHA may be liable for the judgment or may be obligated to indemnify any of the parties.

No Officer or Employee may represent any Person in the circumstances described above unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

CHA-Owned Property

No Officer, Employee, or Contractor shall engage in or permit the unauthorized use of CHA-owned property. Nothing in this provision prohibits Officers and Employees from utilizing telephone, facsimile, cell phone and computer equipment for limited personal use.

Use or Disclosure of Confidential Information

No current or former Officer or Employee shall use or disclose, other than in the performance of his or her official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his or her position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act or without a court order or that is subject to disclosure in any meeting as defined by the Illinois Open Meetings Act.

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Solicitation or Receipt of Money for Advice or Assistance

No Officer, Employee, or Relative shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the CHA. But, nothing in this section shall prevent an Officer or Employee or the spouse or Domestic partner of an Officer or Employee from accepting compensation for services wholly unrelated to the Officer's or Employee's CHA duties and responsibilities and rendered as part of his or her non-CHA employment, occupation, or profession and the Employee has complied with the approval provisions of the Outside Employment section.

Other Prohibited Conduct

No Officer or Employee or the spouse or domestic partner of such Officer or Employee, or any entity in which such Officer or Employee or his or her spouse or Domestic partner has a Financial interest, shall apply for, solicit, accept or receive a loan of any amount from any Person who is either Doing business or Seeking to do business with the CHA; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business. This section shall not apply to an entity in which the only Financial interest of the Officer or Employee or his or her spouse or Domestic partner is related to the spouse's or Domestic partner's independent occupation, profession or employment.

No Officer, nor the head of any CHA department, shall knowingly retain or hire as a CHA Employee or CHA Contractor any Person with whom any Officer or Employee has a Business Relationship.

No Officer or Employee shall negotiate the possibility of future employment with any Person, except with a government agency, that has a matter currently pending before such Officer or Employee.

For a period of one year from the date of employment or becoming a CHA Officer or Employee, no CHA Officer or Employee shall participate in a decision-making capacity in a matter that benefits his or her immediate former employer or immediate former client who the Officer or Employee represented or on whose behalf he or she acted as a consultant prior to becoming a CHA Officer or prior to commencing his or her CHA employment.

No Officer or Employee shall use his or her office or position to secure a personal benefit, gain, or profit, or use his or her office or position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profit of any other Person.

Employment of Relatives

No Officer or Employee shall employ or supervise, or advocate for the employment of, any

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Relative of said Officer or Employee in any CHA department in which said Officer or Employee serves or over which he or she exercises authority, supervision, or control., any Relative of said Officer or Employee. Nor shall any Officer or Employee execute any duty or responsibility, vote for any resolution, or decide any matter in exchange for or in consideration of the employment of any Relative of said Officer or Employee Relatives by any other Officer or Employee.

No Officer or Employee shall exercise Contract management authority over any CHA contract if a Relative of the Officer or Employee is employed by the other party to the contract or will perform any part of the contract, or will derive an economic benefit from the contract, or exercises or has exercised Contract management authority over the contract.

No Officer or Employee shall use or permit the use of his or her position to assist any Relative in securing employment or contracts with any Person over whom the Officer or Employee exercises Contract management authority. The employment of or contracting with a Relative of such a CHA Officer or Employee by such a Person within six months prior to, during the term of, or six months subsequent to the period of a CHA contract shall create a rebuttable presumption that said employment or contract was obtained in violation of this Policy.

Political Activity

No Officer or Employee shall intentionally perform any Political Activity during any Compensated time.

No Officer or Employee shall intentionally use any CHA property or resources in connection with any Political Activity, including but not limited to CHA-issued electronic communication devices which are subject to the CHA Communications Equipment Policy.

No Officer or Employee shall intentionally require or instruct any other Officer or Employee to perform, or participate in, any Political Activity: (a) as part of the other Officer's or Employee's duties; (b) as a condition of employment; (c) during any CHA compensated time off; or (d) as consideration for additional compensation or any other benefit, including a salary adjustment, bonus, compensatory time off, or continued employment.

No Officer or Employee shall be awarded additional compensation or any benefit for such Officer's or Employee's participation in any Political Activity.

Nothing in this section shall be construed to prohibit activities that an Officer or Employee undertakes as part of such Officer's or Employee's official duties or such activities that the Officer or Employee may undertake on a voluntary basis in her personal capacity. If an Officer or Employee engages in any Political Activity during non-Compensated time, she should not identify her official title or CHA employment.

Solicitation or Acceptance of Political Contributions and Membership on

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Political Fundraising Committees

The Hatch Act, 5 U.S.C. §1501 et seq., restricts the political activity of Employees in that they (a) may not be candidates for public office in a partisan election; (b) may not use official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office; or (c) may not directly or indirectly coerce contributions from another Officer or Employee in support of a political party or candidate.

No Officer or Employee shall compel, coerce, or pressure any other Officer or Employee to solicit, make, or refrain from making any Political contribution or engage, refrain from engaging, in political activities. No Officer or Employee shall knowingly solicit any Political contribution from any other Officer or Employee over whom he or she has supervisory authority. Nothing in this section shall be construed to prevent any Officer or Employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution.

No Officer or Employee shall knowingly solicit or accept any Political contribution from a Person Doing business or Seeking to do business with the CHA.

No Person with Contract management authority shall serve on any Political Fundraising Committee.

Post-Employment Restrictions

No former Officer or Employee shall assist or represent any Person other than the CHA in any judicial or administrative proceeding involving the CHA, if the Officer or Employee was counsel of record or participated personally and substantially in the proceeding during his or her term of office or employment.

No former Officer or Employee shall, for a period of one year after the termination of the Officer's or Employee's term of office or employment, assist or represent any Person in any business transaction involving the CHA, if the Officer or Employee participated personally and substantially in the subject matter of the transaction during his or her term of office or employment; provided, that if the Officer or Employee exercised Contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

This section does not apply to any former Officer or Employee acting within the scope of his employment for any other governmental unit.

Outside Employment

All CHA Employees are prohibited from engaging in secondary employment unless the Employee's Department Chief and the head of Human Resources provide written approval of such secondary employment. Each January, all Employees are required to complete and submit

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a Secondary Employment Report and Request Form attesting that the Employee does not have secondary employment or requesting approval for such employment. Such form must be submitted annually, even if secondary employment has previously been approved. Secondary employment includes traditional employment, independent contractor, and self-employment arrangements. It is the Employee's obligation to seek approval before commencing secondary employment if the Employee's secondary employment status changes prior to the January reporting period. Employees are prohibited from obtaining secondary employment with the City of Chicago or any Sister Agency (Chicago Public Schools, Chicago Police Department, Chicago Park District, Metropolitan Water Reclamation District, etc.).

Contract Inducements

No payment, gratuity, or offer of employment shall be made in connection with any CHA contract, by or on behalf of a subcontractor to the prime Contractor or higher-tier subcontractor or any Person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every CHA contract and solicitation.

Section 5: GIFTS AND OTHER FAVORS

Offering, Receiving, and Soliciting Gifts or Favors

Aside from the exceptions in this section, no Officer or Employee shall: (a) solicit or accept any gift on his behalf or that of any other Person; or (b) accept any gift of cash, gift card, or cash equivalent.

No Officer, Employee, or Relative, shall knowingly accept any gift unless the total value of all gifts given to the Officer, Employee, or Relative by a single source amounts to no more than \$50.00 in a calendar year. Employees of the Procurement & Contracts Department are prohibited from accepting any gift in any amount from a CHA Contractor Doing business or Seeking to do business with the CHA.

No Officer or Employee shall accept any gift or money for participating in speaking engagements, lectures, debates, or any forum during the term of office or employment.

No Officer or Employee shall offer or make a gift that violates this section.

The restrictions noted above shall not apply to the following:

- Any opportunity, benefit, loan, or service that is available to the public on the same terms.
- Anything given by a Relative or friend, unless the Officer or Employee has reason to believe that, under the circumstances, the gift was given because of said office or employment.

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- Anything given to, or accepted on behalf of, the CHA, provided that the Person accepting the item on the CHA's behalf shall immediately report it to the CHA's Ethics Officer.
- Any food, refreshment, lodging, transportation, or other benefit resulting from the outside business or employment activities of the Officer or Employee, if such benefits have not been enhanced and are customarily provided to others in similar circumstances.

No Person shall give or offer to any Officer, Employee, Relative, or CHA Contractor, nor shall such person accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any Officer, Employee or Contractor, concerning the business of the CHA would be influenced thereby. It shall be presumed that a nonmonetary gift having a value of less than \$50.00 does not involve such an understanding.

No Officer, Employee, or Relative shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the CHA; provided, however, that nothing in this section shall prevent an Officer, Employee, or Relative from accepting compensation for services wholly unrelated to the Officer's or Employee's CHA duties and responsibilities and rendered as part of his or her non-CHA employment.

The prohibitions of this section shall not apply to any food, refreshment, lodging, transportation, or other gift or benefit resulting from the outside business, employment or community activities of a Relative, if such benefit has not been offered or enhanced because of the official position or employment of the Officer or Employee, and is customarily provided to others in similar circumstances.

An Officer or Employee is not in violation of this provision if he promptly takes reasonable action to return a prohibited gift to its source or donates it to an appropriate charity that is exempt from income taxation under the U.S. Internal Revenue Code.

Section 6: FINANCIAL DISCLOSURE

Statement of Financial Interests

By May 1st of each year, every Officer and Employee, "Reporting Individual" for purposes of this section, must file a Statement of Financial Interest as directed by the Ethics Officer in conjunction with Human Resources. Newly hired Employees or appointed Officers become a Reporting

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Individual on the first day of employment or assuming office. Any Officer or Employee who intentionally files a false or misleading Statement of Financial interests shall be subject to sanctions up to and including removal from office or dismissal.

Content of Statements

Statements of financial interests shall contain the following information:

- The name, address, and type of any professional, business or other organization (other than the CHA) in which the Reporting Individual was an officer, director, associate, partner, proprietor or employee, or served in an advisory capacity, and from which any income in excess of \$1,000.00 was derived during the previous calendar year.
- The nature of any professional, business or other services rendered by the Reporting Individual or by his or her spouse or domestic partner, or by any entity in which the Reporting Individual or his or her spouse or domestic partner has a Financial interest, and the name and nature of the Person or entity (other than the CHA) to whom or to which such services were rendered if, during the preceding calendar year, (1) compensation in excess of \$5,000 was received for professional or other services by the Reporting Individual, or by such Reporting Individual's spouse or domestic partner, or by an entity in which the Reporting Individual or his or her spouse or domestic partner has a Financial interest and (2) the Person or entity was doing business with the CHA.
- The identity of any capital asset connected to an Instrument of ownership in a Person Doing business with the CHA, including the address or legal description of real estate, from which the Reporting Individual realized a capital gain of \$5,000.00 or more in the preceding calendar year other than from the sale of the Reporting Individual's principal place of residence.
- The name of any unit of government, other than the CHA, which employed the Reporting Individual during the preceding calendar year.
- The name of any board on which the Reporting Individual serves and the position of the Reporting Individual on such board.
- The name of any Relative or domestic partner of the Reporting Individual who is an employee or owner of a CHA Contractor.
- The name of any Person from whom the Reporting Individual or the Reporting Individual's spouse, Domestic partner, or immediate family member received, during the preceding calendar year, one or more gifts having an aggregate value in excess of \$50.00.

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- The name and instrument of ownership in any Person conducting business with the CHA, in which the Reporting Individual had a Financial interest during the preceding calendar year. Ownership interests in publicly held corporations and Real Estate Investment Trusts (“REITS”) need not be disclosed.
- The identity of any Financial interest in CHA-owned real estate or real estate rented to individuals holding Section 8 Certificates, other than the principal place of residence of the Reporting Individuals and the address, or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate.
- The name of any Person Doing business with the CHA with whom the Reporting Individual, or his or her spouse, Domestic partner, or Immediate family member, has or had a Financial interest, or was employed by such Person Doing business with the CHA during the preceding calendar year, and the description of the Financial interest and/or the description of any position held by the Reporting Individual in such Person.
- The name and instrument of debt of all debts in excess of \$5,000.00 owed by, or owed to, the Reporting Individual, where the creditor or debtor, or any guarantor of the debt, has done work for or business with the CHA in the preceding calendar year. This provision does not apply to: debt instruments issued by financial institutions in the business of making loans and at the prevailing rate of interest and in accordance with other standard loan terms and conditions; or Debt instruments issued by publicly held corporations and purchased by the Reporting Individual at fair-market value.
- An affirmation that the Reporting Individual has not been offered, accepted, or attempted to accept any bribes or kickbacks from any Person who has done business with the CHA, is Doing business with the CHA, or is Seeking to do business with the CHA, or that the Reporting Individual failed to report an offer of a bribe by any such Person.

Form Statement of Financial Interests

The Statement of financial interests required to be filed with the Ethics Officer shall be completed and verified, dated, and signed by the Reporting Individual personally. It shall be submitted on a form prescribed by the Ethics Officer.

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Filing of Statements

Annually, the Ethics Officer, in conjunction with Human Resources, shall identify all Reporting Individuals. On or about March 1st of each year, the Ethics Officer shall, in writing, notify all Reporting Individuals of their obligation to file a Statement of Financial Interests and providing the instructions/process for meeting this obligation.

The Ethics Officer shall provide a receipt to each Reporting Individual upon his successful filing of a Statement of Financial Interest.

All Statements of financial interests shall be available for examination and duplication by the public in the Office of the General Counsel during the regular business hours of the CHA. Any Person seeking a copy of, or to examine, a Statement of Financial Interests or shall make such a request, in writing, of the Ethics Officer. The written request form shall include the name, occupation, employer, address, and telephone number of the examiner, as well as the reason for such examination or duplication of each Statement of Financial Interests to be examined or duplicated. The person requesting a copy of a Statement of Financial Interests shall be pay the cost of copying.

When a request is made for a copy of, or to examine, a Statement of Financial Interests, the Ethics Officer shall notify the Reporting Individual who filed the Statement in question with a copy of the written request.

Failure to File Statement by Deadline

If a Reporting Individual fails to file a Statement of Financial Interests by May 1st of any year, the Ethics Officer shall notify such Person of his failure to do so and of the obligation to file the Statement by May 31st, along with a late filing fee of \$30.00. Should the Reporting Individual again fail to meet the May 31st deadline, he shall be subject to a fine of \$10.00 per day until the statement is filed, up to a maximum of \$100.00. The Ethics Officer shall have the discretion to grant an extension of the deadlines or waive the fee and fines.

Any Person who first becomes a Reporting Individual within 30 days prior to May 1st of any year shall be notified at that time by Human Resources or the Ethics Officer of the obligation to file and shall file her Statement by May 31st without penalty. If the Reporting Individual fails to file a Statement of Financial Interests by May 31st, the Ethics Officer shall notify such Person of her failure to do so and of the obligation to file the Statement by June 15th, along with a late filing fee of \$30.00. Failure to file by June 15th shall constitute a violation of this Policy.

Any Employee who fails to file a Statement of Financial Interests shall be suspended from employment and be referred to the head of Human Resources and the Chief Executive Officer to determine if further action is necessary. The Chair of the Board of

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Commissioners shall be notified of any Officer failing to file a Statement of Financial Interests for further action.

SECTION 7: CHA ETHICS OFFICER

Appointment of Ethics Officer

The Ethics Officer shall be ratified by the CHA Board of Commissioners and report to the General Counsel. The Ethics Officer's name and contact information shall be posted on the CHA's website.

Powers and Duties

The Ethics Officer shall monitor and enforce the Ethics Policy. In addition to powers and duties specifically mentioned in this Policy, the Ethics Officer shall:

- Receive complaints of violations of any of the provisions of this Policy and investigate and act upon such complaints as provided by this Policy;
- Conduct investigations, inquiries, and hearings concerning any matter covered by this Policy. In the process of investigating complaints of violations of this Policy, the Ethics Officer may request the issuance of a subpoena by the appropriate authority. The Ethics Officer may exercise appropriate discretion in determining whether to investigate and whether to act upon any complaint or conduct. When the Ethics Officer determines that assistance is needed in conducting investigations, or when required by law, the Ethics Officer shall request the assistance of other appropriate agencies;
- Request the cooperation of Officers, Employees, and other Persons covered by this Policy, in investigating alleged violations of this Policy;
- Consult with Officers and Employees on matters involving ethical conduct;
- Recommend such administrative action as he may deem appropriate to effectuate this Policy;
- Request the assistance of the Chief Legal Officer to conduct research and analysis;
- Prescribe forms for the disclosure and registration of information as covered by this Policy;
- Render opinions with respect to this Policy based upon real or hypothetical circumstances for any Officer, Employee, or Person who is personally and directly involved;

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- Provide education or training, as he deems necessary, to effectuate the requirements and purpose of this Policy and maintain records of these activities; and
- Conduct or provide ethics education training for each Officer and Employee within 120 days of becoming an Officer or Employee, and annually thereafter, to educate Officers and Employees of their duties and responsibilities under this Policy.

Actions on Complaints or Investigations

The Ethics Officer may exercise appropriate discretion in determining whether to investigate or whether to act upon any conduct or complaint, including anonymous complaints. The Ethics Officer may also exercise appropriate discretion as to all aspects of the investigation, including, but not limited to, its scope, the collection of evidence and other information, the parties to be interviewed, the credibility of the facts set forth in the complaint and of the witnesses and other evidence, when to conclude the investigation, and the appropriate form of any investigatory report.

Upon receipt of any complaint or notice of misconduct, the Ethics Officer may refer the complaint to the CHA Inspector General (OIG) if the subject matter of the complaint more appropriately falls within the OIG's jurisdiction, including: complaints or allegations relating to waste, fraud, and abuse; Contractor, subcontractor, consultant, or vendor misconduct, fraud or collusion involving CHA contracts and/or Contractors, subcontractors, consultants, or vendors; misuse, embezzlement or theft of CHA resources; bribery; or other misconduct or illegal activities involving CHA property, Officers, Employees, Board members, agents, Contractors, subcontractors, consultants, or vendors. In making such a determination, the Ethics Officer may respond to complaints or notices relating to a potential violation of the Ethics Policy or an employment related issue under the CHA Employee Handbook. The Ethics Officer and CHA Inspector General will consult, cooperate, and allocate investigative functions with respect to complaints or notices which raise issues that fall within their sets of responsibilities.

Any Officer, Employee, or Contractor who fails to provide documents or information requested by the Ethics Officer, or who furnishes false or misleading information to the Ethics Officer with the intent to mislead, shall be subject to removal from office, employment sanctions, or the cancellation of contract rights.

At the conclusion of an investigation, the Ethics Officer shall prepare a written report. The Ethics Office may exercise his discretion as to the form of the report and the appropriate recipients. If the allegations are substantiated, the report shall contain recommendations for the appropriate administrative, legal, or personnel action. The Ethics Officer shall notify the Person investigated, the Person who reported the complaint or allegation, and all other appropriate parties of the findings of the investigation. The Ethics Officer will maintain a record of investigations conducted, the findings, and any action taken.

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Nothing in this section shall preclude the Ethics Officer from notifying a Person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action.

Confidentiality

Complaints to the Ethics Officer and investigations and recommendations thereon shall be kept confidential by the Ethics Officer, the head of Human Resources, the Chief Executive Officer and the Chair of the Board of Commissioners, except as necessary to carry out the powers and duties of the Ethics Officer or to enable another Person or agency to consider and act upon the notices and recommendations of the Ethics Officer. This provision does not prohibit the Ethics Officer from (a) commenting publicly on the disposition of his requests and recommendations and (b) publishing summary opinions to inform CHA personnel and the public about the interpretation of provisions of this Policy, as long as the identity of the Person or matter is kept confidential

Any Officer or Employee who is found to have disclosed any information relating to an investigation or findings under this Policy may be subject to sanctions up to and including dismissal or removal.

Investigations by Other Agencies

If the Ethics Officer is reliably informed that a matter under investigation is also a matter under investigation by the OIG or a law enforcement agency, the Ethics Officer may, but is not required to, suspend his investigation. The Ethics Officer may reinstate his investigation upon the conclusion of the investigation by the OIG or the law enforcement agency.

If the Ethics Officer has a reasonable basis for concluding that an investigation has revealed criminal conduct, the Ethics Officer shall refer the matter to the appropriate law enforcement authority.

SECTION 8: PENALTIES FOR VIOLATION

Sanctions

Any Officer or Employee found to have violated any provision of this Policy, shall be subject to employment sanctions, including removal from office or discharge.

The sanctions imposed under this Policy, the Employee Handbook, or any other CHA policy or procedure shall be in addition to any other applicable penalty, including under any federal or state criminal statute. The Ethics Officer shall consult with the General Counsel and determine when to report an allegation, complaint, or facts and to which law enforcement body.

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Any CHA Contractor found to have violated any provision of this Policy may be subject to cancellation of a contract, prohibited from entering into any contract with the CHA for a period of time, or debarment from future contracts.

Any contracts negotiated, entered, or performed in violation of any provision of this Policy shall be void and/or voidable by the CHA. Any official action of the CHA obtained or undertaken in violation of any provision of this Policy shall be invalid and without any force or effect whatsoever.

Other Remedies and Policies

Nothing in this Policy shall preclude the CHA from maintaining an action for an accounting for any pecuniary benefit received by any Person in violation of this Policy or other law, or to recover damages for any acts or practices in violation of this Policy.

The procedures and penalties provided in this Policy are supplemental and do not limit either the power of the CHA to discipline Officers or Employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this Policy is intended to repeal or is to be construed as repealing the provisions of any other policy.

Access to list of CHA Contractors

The Department of Procurement and Contracts shall compile a list of all current CHA Contractors. The list shall be updated on a monthly basis and shall be made available to all Officers and senior staff by way of computer network. The list shall be made available to other Employees and to the public by: (1) the provision of a computer terminal that is placed in a readily accessible location; and (2) the provision of a telephone number which such Persons may call with inquiries.

There shall be a presumption that any Person who reasonably relies on this list to comply with this Policy is not in violation of the Policy if the purported violation is related to the identity of any CHA Contractor.

EXHIBIT I

Arbitration Rules Regarding Appointment of Arbitrator

In accordance with the terms and conditions of this Ground Lease, the applicable arbitration proceedings shall be filed in Cook County, Illinois with the American Arbitration Association (“AAA”), and the Parties agree to apply the AAA’s Commercial Arbitration Rules (as amended from time to time, the “Rules”). The Parties further agree that the applicable arbitration proceedings shall be administered before one (1) arbitrator, who will be selected in accordance with the Rules.

EXHIBIT J

GUARANTY

THIS GUARANTY (this “**Guaranty**”) is dated as of March 9, 2023 and is made by **CHICAGO FIRE FOOTBALL HOLDINGS, LLC**, a Delaware limited liability company (together with its successors and assigns, “**Guarantor**”), for the benefit of the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation (the “**CHA**”).

RECITALS

A. Concurrently with the execution of this Guaranty, CHA and Chicago Fire Training Facility, LLC, a Delaware limited liability company (together with its successors and assigns, “**Tenant**”) are entering into (i) that certain Ground Lease (as the same may be amended from time to time, the “**Lease**”), (ii) that certain Community Investments Agreement (as the same may be amended from time to time, the “**Community Investments Agreement**”), and (iii) that certain Agreement to Construct CHA Property Improvements (as the same may be amended from time to time, the “**Construction Agreement**”, and together subparts (i), (ii), and (iii) are hereinafter referred to as the “**Lease Documents**”).

B. Guarantor is an affiliate of Tenant and the manager of Chicago Fire Football Club, LLC, a Delaware limited liability company, and Guarantor will materially benefit from Tenant’s entry into the Lease Documents, and in order to induce CHA to enter into the Lease Documents, Guarantor has agreed to execute and deliver this Guaranty to CHA.

NOW THEREFORE, in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Incorporation of Recitals; Defined Terms.** The Recitals set forth above are incorporated herein as set forth in their entirety. Capitalized terms used, but not defined, in this Agreement shall have the respective meanings assigned to them in the Lease.

2. **Guaranteed Obligations.** Guarantor hereby absolutely and unconditionally guarantees to CHA the following:

(a) The full and punctual payment when due of (i) all Ground Rent, (ii) after the expiration of the applicable notice and cure periods, such other sums that may become due and payable from Tenant to CHA as a result of Tenant’s failure to fully perform in all material respects those certain other obligations set forth in the Lease (except for any construction and completion obligations, as applicable, with respect to the Tenant Improvements as set forth in the Lease), and (iii) such other sums due from Tenant to CHA pursuant to the terms of the Community Investments Agreement and the Construction Agreement; and

(b) The full performance in all material respects by Tenant and the Tenant Parties, as applicable, of all the terms, covenants, conditions and agreements set forth in

the Community Investments Agreement and the Construction Agreement (together, the “Guaranteed Obligations”).

3. **Absolute Guaranty.** This Guaranty shall be construed as an absolute, unconditional, continuing obligation of the Guarantor without regard to the validity or enforceability of any of the Lease Documents, without regard to whether any of the foregoing documents is limited, modified, voided, released or discharged in any proceeding by or against the Tenant under the federal bankruptcy laws or in any moratorium, insolvency, receivership, arrangement or reorganization proceeding involving the Tenant. Guarantor shall pay or perform all of the Guaranteed Obligations within thirty (30) days of CHA’s written demand therefor; provided, however, with respect to all non-monetary Guaranteed Obligations, if such cure cannot be performed within such thirty (30) day period, then Guarantor shall have a reasonable amount of additional time to effect a cure, so long as Guarantor is diligently pursuing such cure to completion.

4. **Representations and Warranties.** Guarantor hereby represents and warrants to CHA as follows as of the date hereof:

(a) **Review of this Guaranty and the Lease Documents.** Guarantor has reviewed with the benefit of its legal counsel the terms of this Guaranty and the Lease Documents.

(b) **Organization; Authorization.** Guarantor is duly formed, validly existing and in good standing under the laws of the State of its formation, and has duly qualified and is in good standing under the laws of each other State in which its activities require that it be qualified. Guarantor has all requisite limited liability company power necessary to own its assets and carry on its business as now being conducted. Guarantor has delivered this Guaranty, executed by the proper individuals pursuant to proper authority duly granted.

(c) **Enforceability.** When executed and delivered, this Guaranty and each obligation of Guarantor under this Guaranty is legal, valid, binding and enforceable against Guarantor in accordance with its terms, subject to the application of bankruptcy and other laws affecting the rights of creditors generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) **Approval.** The Guarantor’s execution and delivery of this Guaranty does not require the consent or approval of any other person or entity, or if required, any such consent or approval has been obtained prior to the date hereof.

(e) **No Other Action or Proceeding.** No action, suit or other proceeding against or affecting the Guarantor is presently pending, at law or in equity, or to the knowledge of the Guarantor is threatened, in any court, before any governmental agency or department, or before any arbitration board or tribunal, which (i) would adversely affect the validity of this Guaranty or the ability of the Guarantor to fulfill its obligations pursuant thereto, or (ii) would reasonably be expected to result in a material adverse change in the business, profits, properties or condition (financial or otherwise) of the Guarantor.

5. **Covenants.** For as long as this Guaranty shall remain in effect, Guarantor hereby covenants and agrees as follows: (i) the Guarantor shall observe and comply in all material respects with all applicable laws, and (ii) the Guarantor shall maintain its legal existence and provide CHA with evidence of the same from time to time upon CHA's written request.

6. **Event of Default and Remedies.** An "Event of Default" shall exist if, after the expiration of all applicable notice and cure periods, Guarantor fails to pay or perform when due any of the Guaranteed Obligations, and such default shall not have been remedied or waived within ninety (90) days after CHA provides Guarantor with written notice thereof. Upon the occurrence and during the continuance of an Event of Default, CHA may, without first requiring performance by Tenant, bring an arbitration action to recover from Guarantor all then outstanding and unpaid Guaranteed Obligations, together with interest at an annual rate of six percent (6%) on the unpaid amount then due and payable, filed in Cook County, Illinois having exclusive jurisdiction over the parties with respect to any such dispute or controversy arising under or in connection with this Guaranty. In the event that any arbitration action to enforce this Guaranty is undertaken by a party, the prevailing party, as determined by the arbitrator, shall be awarded its reasonable attorney's fees, and arbitration expenses reasonably related to enforcement of its rights under such documents.

7. **Waivers.** Guarantor hereby expressly waives:

(a) **Notices.** Notice of any amendment or extension of the Lease Documents, notice of default by Tenant under the Lease Documents, notice of the existence, creation or non-payment of any of the Guaranteed Obligations, presentment, demand, notice of dishonor, protest, notice of protest, and all other notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, except any notices specifically required by this Guaranty.

(b) **Diligence in Collection.** All diligence in collection of any of the Guaranteed Obligations or any obligation of Guarantor hereunder.

(c) **Certain Defenses.** Any defense based on the incapacity, lack of authority, death or disability of any other person or entity liable for any Guaranteed Obligations or the failure of CHA to file or enforce a claim against the estate of any other person or entity in any administrative, bankruptcy or other proceeding.

(d) **Election of Remedies Defense.** Any defense based on an election of remedies by CHA, whether or not such election may affect in any way the recourse, subrogation or other rights of Guarantor against Tenant or any other person in connection with the Guaranteed Obligations.

8. **Miscellaneous.**

(a) **Continuing Guaranty.** This Guaranty is unconditional and irrevocable and shall in all respects be a continuing guaranty and a primary obligation of Guarantor and shall not be subject to any counterclaim, set-off, abatement, deferment or defense based on any claim that Guarantor may have against CHA, Tenant, any other guarantor, or any other person or entity. Notwithstanding anything herein to the contrary, this Guaranty shall

remain in full force and effect until the first to occur of (i) the date that both of the following have occurred: (A) all of the Guaranteed Obligations (other than inchoate indemnity obligations) have been satisfied in full; and (B) the Lease has terminated pursuant to the terms thereof, or (ii) Tenant's discharge and release of its obligations under the Lease Documents pursuant to the terms thereof, or (iii) any assignment of Tenant's rights under the Lease, as approved by Landlord and as permitted pursuant to the terms thereof. No notice of discontinuance or revocation shall affect any of the obligations of Guarantor hereunder or of Tenant or of any other obligor with respect to any of the Guaranteed Obligations.

(b) **Obligations; Successors and Assigns**. All obligations under this Guaranty shall be binding upon Guarantor, and upon Guarantor's successors and assigns and shall inure to the benefit of CHA. Neither Tenant nor CHA shall not be permitted to assign any rights or obligations hereunder.

(c) **Confidentiality**. The terms of this Guaranty and any other non-public information disclosed by one party to the other party hereunder or related hereto are confidential and may not be disclosed by the receiving party to any third party, except that either party may disclose such terms (i) as required by law, (ii) to the Tenant Parties and its affiliated entities, and/or (iii) to its accountants, attorneys, advisors, and actual and prospective lenders, financing sources and investors subject to an obligation to maintain the confidentiality thereof. Notwithstanding the foregoing, nothing herein is intended to or shall prohibit CHA from complying with any obligations imposed by the Illinois Freedom of Information Act (5 ILCS 140) ("FOIA"); provided, however, that (A) to the extent permitted by law, in response to any applicable FOIA request relating to this Guaranty, CHA shall seek to maintain as confidential as possible the terms of this Guaranty and any non-public information of Tenant or Guarantor, and (B) CHA shall provide Tenant with as much prior written notice as possible of any such FOIA request that may result in the public disclosure or availability of such terms or information.

(d) **Captions; Gender**. Captions contained in this Guaranty in no way define, limit or extend the scope or intent of their respective provisions. Use of the masculine, feminine or neuter gender and of singular and plural shall not be given the effect of any exclusion or limitation herein.

(e) **Notices**. All notices or demands under this Guaranty shall be in writing and shall be served and given by personal delivery, by certified mail, return receipt requested, or by nationally recognized overnight courier, addressed as follows. The initial address and facsimile numbers for the delivery of notice are as follows:

Landlord: Chicago Housing Authority
60 East Van Buren Street,
Chicago, Illinois 60605
Attention: Tracey Scott, Chief Executive Officer
TScott@thecha.org

with a copy to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren Street
Chicago, Illinois 60605
Attention: Ellen Harris, Chief Legal Officer
Email: EHarris@thecha.org

with a copy to: Neal & Leroy, LLC
20 South Clark Street, Suite 2050
Chicago, Illinois 60603
Attention: Jeanette Sublett
Email: jsublett@nealandleroy.com

If to Guarantor: Chicago Fire Football Holdings, LLC
c/o Chicago Fire Football Club, LLC
1 N. Dearborn, Suite 1300
Chicago, Illinois 60602
Attention: Attention: Laura Warren, Senior Vice-President and
General Counsel
Email: lwarren@chicagofirefc.com

with a copy to: Chicago Fire Training Facility, LLC
400 N. Michigan Avenue, Suite 350
Chicago, Illinois 60611
Attention: Ari Glass, Head of Real Estate
Email: ari.glass@mansuetoffice.com

with a copy to: DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Mariah DiGrino and David Pryor
Email: Mariah.DiGrino@us.dlapiper.com
Email: David.Pryor@us.dlapiper.com

By written notice served in the foregoing manner, any party entitled to receive notices shall have the right to designate another person and another address to which notices and demands shall thereafter be sent. Each such notice or demand shall be deemed served, given and received when received, or when given by certified mail, shall be deemed served, given and received on the third business day after the mailing thereof, or when given by nationally recognized overnight courier, shall be deemed served, given and received on the next business day after the mailing thereof.

(f) **Entire Agreement.** This Guaranty constitutes the entire agreement of Guarantor and CHA with respect to the subject matter hereof and supersedes any prior agreements with respect to the subject matter hereof.

(g) **No Modification Without Writing.** This Guaranty may not be terminated or modified in any way nor can any right of CHA or any obligation of Guarantor be waived or modified, except by a writing signed by CHA and Guarantor.

(h) **Severability.** Each provision of this Guaranty shall be interpreted so as to be effective and valid under applicable law, but if any provision of this Guaranty shall in any respect be ineffective or invalid under such law, such ineffectiveness or invalidity shall not affect the remainder of such provision or the remaining provisions of this Guaranty.

(i) **Cumulative.** The obligations of Guarantor hereunder are in addition to any other obligations Guarantor may now or hereafter have to CHA and shall not be affected in any way by the delivery to CHA by Guarantor or any other guarantor of any other guaranty, or any combination thereof. All rights and remedies of CHA and all obligations of Guarantor under this Guaranty are cumulative.

(j) **Enforcement.** CHA may enforce this Guaranty against Guarantor for payment or performance of any of the Guaranteed Obligations, whether or not CHA shall have proceeded against Tenant or any other guarantor or any other party primarily or secondarily obligated with respect to any of the Guaranteed Obligations.

(k) **Effect of CHA's Delay or Action.** No delay by CHA in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CHA of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy. No action of CHA permitted hereunder shall in any way impair or otherwise affect any other right of CHA or obligation of Guarantor under this Guaranty.

(l) **Unconditional Obligations.** The obligations of Guarantor shall be unconditional, irrespective of (i) the institution of any proceeding under Chapter 11 of Title II of the United States Code, as the same may be amended from time to time (the "**Bankruptcy Code**"), or any similar proceeding, by or against Guarantor or Tenant or CHA's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (ii) any borrowing or grant of a security interest by Tenant as debtor-in-possession, under Section 364 of the Bankruptcy Code; or (iii) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of CHA's claim(s) for repayment of any of the Obligations.

(m) **Rescinded or Returned Payments.** If at any time any part of any payment previously applied by CHA to any of the Guaranteed Obligations is rescinded or returned by CHA for any reason, including the insolvency, bankruptcy or reorganization of Tenant or any other party, the Guaranteed Obligations shall be deemed to have continued in existence to the extent that such payment is rescinded or returned, and this Guaranty shall be reinstated as to the Guaranteed Obligations as though such prior application by CHA had not been made.

(n) **Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses.

(o) **Third Party Beneficiaries.** Except as expressly provided herein, no person other than Guarantor and CHA shall have or is intended to have any right, benefit or obligation under this Guaranty as a third-party beneficiary or otherwise.

(p) **GOVERNING LAW.** THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

(q) **WAIVER OF JURY TRIAL** GUARANTOR AND CHA, BY ITS ACCEPTANCE OF THIS GUARANTY, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE THIS GUARANTY OR BASED UPON OR ARISING OUT OF THE SUBJECT MATTER OF THIS GUARANTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GUARANTOR AND CHA, AND GUARANTOR ACKNOWLEDGES THAT NEITHER CHA NOR ANY PERSON ACTING ON BEHALF OF CHA HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GUARANTOR AND CHA EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF THEM HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS GUARANTY AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FURTHER DEALINGS.

(r) **Arbitration.** In the event of any dispute or any uncured Event of Default by Guarantor pursuant to the terms of this Guaranty, after expiration of any applicable notice and cure period and after Landlord's good faith and commercially reasonable efforts to resolve such dispute with Guarantor, Landlord and Guarantor shall resolve the dispute by arbitration administered before an arbitrator in Cook County, Illinois in accordance with the American Arbitration Association under its Commercial Arbitration Procedures in accordance with the terms and conditions attached as Exhibit I to the Lease. The arbitrator's sole authority shall be to interpret and apply the provisions of this Guaranty, and all decisions of the arbitrator shall be final and binding on the Guarantor and CHA. Any court having competent jurisdiction may enter a judgment based upon such arbitration. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Commercial Arbitration Procedures.

[The remainder of this page is intentionally blank; signature page follows.]

[signature page to Guaranty]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

CHICAGO FIRE FOOTBALL HOLDINGS, LLC,
a Delaware limited liability company

By: 

Name: Pawel Szynalik

Title: Chief Financial Officer